State: Arkansas Filing Company: Banner Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

## Filing at a Glance

Company: Banner Life Insurance Company

Product Name: Flexible Premium Adjustable Life Insurance

State: Arkansas

TOI: L09I Individual Life - Flexible Premium Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

Date Submitted: 12/03/2012

SERFF Tr Num: BANN-128747661

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num:

Implementation 11/15/2012

Date Requested:

Author(s): Ada Miller

Reviewer(s): Linda Bird (primary)

Disposition Date: 12/06/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Banner Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

## **General Information**

Project Name: UL13 AG38 Status of Filing in Domicile: Pending

Project Number: UL13-AR Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Maryland, our state of domicile, is

part of the IIPRC and currently reviewing this form.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 12/06/2012

State Status Changed: 12/06/2012

Deemer Date: Created By: Ada Miller

Submitted By: Ada Miller Corresponding Filing Tracking Number:

## Filing Description:

This product filing is being made to address AG 38. Life Choice, UL13-AR with schedule pages UL13C-AR, will replace UL-09 AR previously approved 1/21/10 (BANN-126442822). Life Step, UL13-AR with schedule pages UL13S-AR, will replace U2010 AR previously approved 7/16/10 (BANN-126704246).

It is a Flexible Premium Universal Life form that utilizes the 2001 CSO Mortality Tables. A minimum guaranteed interest rate of 3% is applicable to account values for the policy.

This form will be available to males and females, under Preferred Plus Non-Tobacco, Preferred Non-Tobacco, Standard Plus Non-Tobacco, Standard Non-Tobacco, Standard Tobacco, and Preferred Tobacco risk classifications, on an age nearest birthday basis.

Form UL13-AR with UL13C-AR contains the following features:

- \$100,000 minimum policy size
- Issue ages 20 through 85 (age near birthday basis)
- Maturity at age 121
- Monthly policy fee of \$12.50 and 7% premium load
- Surrender charges apply during the first 15 years
- Sold to individuals with permanent death benefit protection need
- Term conversion available during first 5 policy years only
- Level funding to maturity
- A coverage guarantee applies which provides a secondary guarantee of coverage conditional on the sum of the values in the coverage guarantee sub-accounts
- A secondary cash value applies which provides additional cash value above the basic surrender value
- Supplementary Benefits include Accelerated Death Benefit, ADB (06-10), approved 8/24/10 (BANN-126745774) and MediGuide Rider, MMGR (12-09) approved 1/5/10

Form UL13-AR with UL13S-AR contains the following features:

- \$50,000 minimum policy size
- Issue ages 20 through 85 (age near birthday basis)
- Maturity at age 121

State: Arkansas Filing Company: Banner Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

- Monthly policy fee of \$12.50 and 7% premium load
- Surrender charges apply during the first 9 years
- Priced 20% higher for level pay to maturity
- Intended as term conversion product
- A coverage guarantee applies which provides a secondary guarantee of coverage conditional on the sum of the values in the coverage guarantee sub-accounts
- A secondary cash value applies which provides additional cash value above the basic surrender value
- Supplementary Benefits include Accelerated Death Benefit, ADB (06-10), approved 8/24/10 (BANN-126745774) and MediGuide Rider, MMGR (12-09) approved 1/5/10

Upon approval, UL13-AR with each respective set of schedule pages will replace the current Life Choice (UL-09 AR) and Life Step (U2010 AR) policy forms. This will be marketed to individual lives through a brokerage distribution system. Life Application form LIA (12/08) & LU-1267 (10/08), previously approved on 10/17/08 (BANN-125826810), will be used for this policy. The implementation date for this product is January 1, 2013.

This is not an illustrated policy.

To the best of our knowledge, information and belief, this form complies with the rules and regulations of your department. If you should have any questions or require additional information, please feel free to contact me at nwinings@lgamerica.com or (301) 279-4868.

Sincerely,

Nancy W. Winings, FSA, MAAA Vice President, Product Development

## **Company and Contact**

## **Filing Contact Information**

Ada Miller, Compliance Technician amiller@Igamerica.com 1701 Research Boulevard 301-279-4809 [Phone] Rockville, MD 20850 301-294-6964 [FAX]

**Filing Company Information** 

Banner Life Insurance Company CoCode: 94250 State of Domicile: Maryland

1701 Research Boulevard Group Code: 872 Company Type: Life

Rockville, MD 20850 Group Name: Insurance

(301) 279-4809 ext. [Phone] FEIN Number: 52-1236145 State ID Number:

## **Filing Fees**

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? Yes

Fee Explanation: 2 forms x \$125

Per Company: No

State: Arkansas Filing Company: Banner Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

CompanyAmountDate ProcessedTransaction #Banner Life Insurance Company\$250.0012/03/201265376466

State: Arkansas Filing Company: Banner Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

**Product Name:** Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/06/2012	12/06/2012

State: Arkansas Filing Company: Banner Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

## **Disposition**

Disposition Date: 12/06/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Certifications		Yes
Supporting Document	Readability Certification		Yes
Supporting Document	State Guaranty Association Notice		Yes
Form	Flexible Premium Adjustable Life		Yes
Form	Flexible Premium Adjustable Life		Yes

State: Arkansas Filing Company: Banner Life Insurance Company

**TOI/Sub-TOI:** L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

## Form Schedule

Lead	Lead Form Number: UL13-AR							
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Туре	Action	Data	Score	Attachments
1		Flexible Premium Adjustable Life	UL13-AR with UL13C- AR	POL	Initial		73.200	UL13-AR Choice.pdf
2		Flexible Premium Adjustable Life	UL13-AR with UL13S- AR	POL	Initial		73.200	UL13-AR Step.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



## FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE.

Banner Life Insurance Company. [3275 Bennett Creek Avenue. Frederick, Maryland 21704.800-638-8428]

Insured - [John Doe]

Face Amount - [\$1,000,000]

**Policy Number -** [123456789]

Policy Date - [March 1, 2012]

Owner(s) - [Jane Doe]

Please Read This Notice Carefully - This Policy is a legal contract between the Policy Owner and Banner Life Insurance Company. Within 30 days after this Policy is received, it may be returned to the agent through whom it was purchased or to our Administrative Office. We will then refund any premium paid and the Policy will be deemed void from the beginning.

In this Policy, Banner Life Insurance Company will be referred to as "we", "our" or "us". The Policy Owner will be referred to as "you", "your" or "yours."

If we receive due proof of death that the Insured died while this Policy was in force and before the Maturity Date, we will pay to the Beneficiary the proceeds of this Policy, subject to the provisions of this Policy. This Death Benefit is described in the Insurance Coverage Provisions.

We will pay to you any Cash Surrender Value on the Maturity Date if the Insured is then living and this Policy is in force.

Payment of these benefits and continuation of coverage prior to the Maturity Date are subject to the provisions of this Policy; payment of premiums in addition to scheduled premiums may be required to maintain this coverage as described in the Grace Period provision of this Policy.

This Policy is issued in consideration of the application and of the payment of the first premium as provided herein. A copy of the application is attached and is made a part of the Policy.

Signed for Banner Life Insurance Company at our home office in [Frederick, Maryland], on the policy date.

[Secretary]

Bryan R. Newcombe

[President]

Jamos O. atkins



## Flexible Premium Adjustable Life Insurance.

Adjustable Death Benefit is payable upon the death of the insured prior to the Maturity Date.

Flexible premiums are payable during the Insured's lifetime until the Maturity Date.

Plan, benefits, classification, and period for which premiums are payable as stated in the Policy Schedule.

Cash Surrender Value, if any, payable at maturity.

This Policy is non-participating and no dividends are payable.

Benefits, value, periods of coverage, and premiums are on an indeterminate basis, may increase or decrease, and are not guaranteed as to fixed dollar amount.

## **TABLE OF CONTENTS**

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## **Concluded With:**

Riders, benefits, amendments, and endorsements, if any; and copy of applications

PLEASE READ YOUR POLICY CAREFULLY

## **POLICY SCHEDULE**

**POLICY NUMBER:** [0100000000]

Insured: [JOHN DOE] Planned Annual Premium: [\$1,000.000]

Issue Age/Sex: [35] [MALE] Issue Date: [MAR 1, 2012]

Owner: [JOHN DOE] Policy Date: [MAR 1,2012]

Premiums Payable: TO AGE 121 Maturity Date: [MAR 1, 2098]

## **SCHEDULE OF BENEFITS**

FORM ANNUAL RATING

<u>NUMBER</u> <u>TYPE OF COVERAGE</u> <u>AMOUNT</u> <u>PREMIUM</u> <u>CLASSIFICATION</u>

[UL13-AR] FLEXIBLE PREMIUM [\$100,000.00] [\$1,000.00] [STANDARD

ADJUSTABLE LIFE NON-TOBACCO

RATED TABLE 4 200%]

[ADB (06-10)] Accelerated Death Benefit FREE

[MMGR (12-09)] MediGuide FREE

## Note:

Due to the flexible nature of this Flexible Premium Adjustable Life policy, it is possible that coverage will terminate before the Maturity Date. This can occur if no premiums are paid after payment of the initial premium or if subsequent premiums are too infrequent or insufficient to provide continued coverage to the Maturity Date.

UL13C-AR 3

## POLICY SCHEDULE

## Policy Schedule (Continued)

Policy Number: [010000000]

INSURANCE COVERAGE INFORMATION:	
Initial Specified Amount:	[\$ 100,000.00]
Current Specified Amount:	[\$ 100,000.00]
Minimum Specified Amount:	[\$ 100,000.00]
EXPENSE CHARGES:	
Monthly Policy Fee:	[\$ 5.00]
Premium Expense Charge:	[7%]
Monthly Administrative Charge:	[\$ 26.50]
RATES:	
Minimum Guaranteed Interest Rate:	2%

UL13C-AR 3A

Policy Number: [010000000]

## Table of Full Surrender Charges

POLICY YEAR	SURRENDER CHARGE		
[ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 9] [10] [11] [12] [13] [14] [15]	[\$ 1870.00] [\$ 1736.00] [\$ 1603.00] [\$ 1469.00] [\$ 1336.00] [\$ 1202.00] [\$ 1069.00] [\$ 935.00] [\$ 801.00] [\$ 668.00] [\$ 534.00] [\$ 401.00] [\$ 267.00] [\$ 134.00] [\$ 0.00]		
	[/ (I V )		

UL13C-AR 3B

Policy Number: [010000000]

# GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000 RATING CLASSIFICATION: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

POLICY YEAR	ATTAINED AGE	MAXIMUM RATE	POLICY YEAR	ATTAINED AGE	MAXIMUM RATE
[ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 10] [ 11] [ 12] [ 13] [ 14] [ 15] [ 16] [ 17] [ 18] [ 19] [ 20] [ 21] [ 22] [ 23] [ 24] [ 25] [ 26] [ 27] [ 28] [ 29] [ 30] [ 31] [ 32] [ 33] [ 34] [ 35] [ 36] [ 37] [ 38] [ 39] [ 40] [ 41]	[35] [36] [37] [38] [39] [40] [41] [42] [43] [44] [45] [46] [47] [48] [49] [50] [51] [52] [53] [54] [55] [56] [57] [58] [59] [60] [61] [62] [63] [64] [65] [66] [67] [68] [69] [70] [71] [72] [73] [74]		[44] [45] [46] [47] [48] [49] [50] [51] [52] [53] [54] [55] [56] [57] [58] [60] [61] [62] [63] [64] [65] [66] [67] [68] [69] [70] [71] [72] [73] [74] [75] [76] [77] [78] [79] [80] [81] [82] [83]		[ 9.075000] [10.145000] [11.311667] [12.640000] [14.023333] [15.515000] [17.166667] [19.011667] [21.056667] [23.290000] [25.683333] [28.208333] [30.843333] [33.321667] [35.905000] [38.630000] [41.508333] [44.531667] [47.298333] [50.248333] [50.248333] [50.248333] [53.396667] [60.350000] [63.201667] [60.350000] [63.201667] [60.350000] [63.201667] [60.35033] [72.913333] [76.521667] [80.358333] [83.33333]
[42] [43]	[76] [77]	[8.148333]	[85] [86]	[120] [121 and later]	[83.333333] [83.333333] [0.0000000]

UL13C-AR 3C

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## DEATH BENEFIT FACTOR TABLE

POLICY YEAR	DEATH BENEFIT FACTOR	POLICY YEAR	DEATH BENEFIT FACTOR
[ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21] [22] [23] [24] [25] [26] [27] [28] [29] [30] [31] [32] [33] [34] [35] [36] [37] [38] [39] [40] [41] [42] [43]	[4.9874] [4.8155] [4.6497] [4.4896] [4.3355] [4.1869] [4.0438] [3.9061] [3.7739] [3.6470] [3.5253] [3.4088] [3.2969] [3.1894] [3.0855] [2.9850] [2.8882] [2.7950] [2.7057] [2.6200] [2.5381] [2.4601] [2.3856] [2.3144] [2.2460] [2.1173] [2.0572] [2.0001] [1.9459] [1.8944] [1.8944] [1.7985] [1.7535] [1.7703] [1.6687] [1.6289] [1.5907] [1.5546] [1.5204] [1.4877] [1.4567] [1.4567]	[46] [47] [48] [49] [50] [51] [52] [53] [54] [55] [56] [57] [58] [59] [60] [61] [62] [63] [64] [65] [66] [67] [68] [69] [70] [71] [72] [73] [74] [75] [76] [77] [78] [79] [80] [81] [82] [83] [84] [85] [86]	[1.3475] [1.3242] [1.3025] [1.2821] [1.2630] [1.2450] [1.2283] [1.2129] [1.1986] [1.1854] [1.1732] [1.1619] [1.1509] [1.1401] [1.1290] [1.1473] [1.1042] [1.0883] [1.0679] [1.0400] [1.0000]
[44] [45]	[1.3989] [1.3724]		

UL13C-AR 3D

Policy Number: [010000000]

Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## **Coverage Guarantee Factors**

## **Coverage Guarantee Policy Fee**

Subaccount 1: [\$12.50] per month all years
Subaccount 2: [\$12.50] per month all years
Subaccount 3: [\$12.50] per month all years

## **Coverage Guarantee Premium Expense Charge**

Subaccount 1: [7%]
Subaccount 2: [7%]
Subaccount 3: [15%]

## **Coverage Guarantee Interest Rates (annual)**

Subaccount 1: Years 1-30

[7.55%] applied to Coverage Guarantee Subaccount 1 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 1

[0.00%] applied to Coverage Guarantee Subaccount 1 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 1

Years 31+

[7.55%] applied to Coverage Guarantee Subaccount 1 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 1

[0.00%] applied to Coverage Guarantee Subaccount 1 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 1

Subaccount 2: Years 1-30

[7.55%] applied to Coverage Guarantee Subaccount 2 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 2

[0.00%] applied to Coverage Guarantee Subaccount 2 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 2

Years 31+

[7.55%] applied to Coverage Guarantee Subaccount 2 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 2

[0.00%] applied to Coverage Guarantee Subaccount 2 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 2

Subaccount 3: Years 1-30

[7.55%] applied to Coverage Guarantee Subaccount 3 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 3

[0.00%] applied to Coverage Guarantee Subaccount 3 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 3

Years 31+

[7.55%] applied to Coverage Guarantee Subaccount 3 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 3

[0.00%] applied to Coverage Guarantee Subaccount 3 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 3

UL13C-AR 3E

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## **Coverage Guarantee Factors**

## **Coverage Guarantee Monthly Administrative Charges**

Per month as follows: Applies to Subaccounts 1, 2, and 3

POLICY YEAR TABLE A		TABLE B
YEAR  [ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21]	[\$36.00] [\$36.00]	[\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00]
[22] [23] [24]	[\$36.00] [\$36.00] [\$36.00]	[\$0.00] [\$0.00] [\$0.00]
[25] [26] [27] [28] [29] [30] [31]	[\$36.00] [\$36.00] [\$36.00] [\$36.00] [\$36.00] [\$36.00] [\$0.00]	[\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00] [\$0.00]

3F UL13C-AR

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## Targeted Coverage Guarantee Amount Rates per \$1,000 of Specified Amount

POLICY YEAR	AMOUNT	POLICY YEAR	AMOUNT	
[ 1]	[ 6.31]	[46]	[212.34]	
[ 2]	[ 8.31]	[47]	[227.54]	
[ 3]	[ 10.71]	[48]	[243.03]	
[ 4]	[ 13.13]	[49]	[258.79]	
[ 5]	[ 15.59]	[50]	[274.73]	
[ 6]	[ 18.08]	[51]	[290.72]	
[ 7]	[ 20.63]	[52]	[306.62]	
[ 8]	[ 23.39]	[53]	[322.31]	
[ 9]	[ 26.40]	[54]	[337.68]	
[10]	[ 29.66]	[55]	[352.66]	
[11]	[ 33.21]	[56]	[367.19]	
[12]	[ 37.00]	[57]	[381.51]	
[13]	[ 40.56]	[58]	[395.59]	
[14]	[ 43.85]	[59]	[409.37]	
[15]	[ 46.85]	[60]	[422.76]	
[16]	[ 49.53]	[61]	[435.68]	
[17]	[ 51.86]	[62]	[448.44]	
[18]	[ 53.80]	[63]	[460.95]	
[19]	[ 55.30]	[64]	[473.10]	
[20]	[ 56.30]	[65]	[484.75]	
[21]	[ 56.74]	[66]	[495.71]	
[22]	[ 56.57]	[67]	[506.64]	
[23]	[ 56.23]	[68]	[517.50]	
[24]	[ 55.67]	[69]	[528.21]	
[25]	[ 54.88]	[70]	[538.68]	
[26]	[ 53.81]	[71]	[548.85]	
[27]	[ 52.30]	[72]	[558.58]	
[28]	[ 50.35]	[73]	[567.70]	
[29]	[ 47.86]	[74]	[575.94]	
[30]	[ 44.72]	[75]	[583.00]	
[31]	[ 42.11]	[76]	[589.59]	
[32]	[ 49.60]	[77] [70]	[594.80] [597.61]	
[33] [34]	[ 57.59]	[78]		
[35]	[ 66.12] [ 75.24]	[79] [80]	[597.02] [591.58]	
[36]	[ 84.95]	[81]	[579.14]	
[37]	[ 95.25]	[82]	[556.48]	
[38]	[106.05]	[83]	[518.66]	
[39]	[117.38]	[84]	[458.10]	
[40]	[129.29]	[85]	[362.91]	
[40]	[141.80]	[86]	[214.21]	
[42]	[154.93]	[00]	[417.41]	
[43]	[168.63]			
[44]	[182.81]			
[45]	[197.39]			
امدا	[107.00]			

UL13C-AR 3G

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

Table A **Coverage Guarantee Monthly Cost of Insurance Rates Per \$1,000** 

ATTAINED		ATTAINED	
AGE	RATE	AGE	RATE
[35]	[0.09667]	[ 78]	[ 2.54432]
[36]	[0.02991]	[ 79]	[ 2.84431]
[37]	[0.03598]	[ 80]	[ 3.17140]
[38]	[0.04205]	[ 81]	[ 3.54382]
[39]	[0.04719]	[ 82]	[ 3.93166]
[40]	[0.05327]	[ 83]	[ 4.34987]
[41]	[0.05888]	[ 84]	[ 4.81294]
[42]	[0.06448]	[ 85]	[ 5.33021]
[43]	[0.07103]	[ 86]	[ 5.90356]
[44]	[0.07897]	[ 87]	[ 6.52971]
[45]	[0.08925]	[ 88]	[ 7.20072]
[46]	[0.10140]	[ 89]	[ 7.90864]
[47]	[0.11495]	[ 90]	[ 8.64740]
[48]	[0.12850]	[ 91]	[ 9.34224]
[49]	[0.14112]	[ 92]	[10.06652]
[50]	[0.15327]	[ 93]	[10.83051]
[51]	[0.16682]	[ 94]	[11.63750]
[52]	[0.18224]	[ 95]	[12.48514]
[53]	[0.20046]	[ 96]	[13.26081]
[54]	[0.22055]	[ 97]	[14.08789]
[55]	[0.24439]	[ 98]	[14.97058]
[56]	[0.27102]	[ 99]	[15.91260]
[57]	[0.30046]	[100]	[16.92005]
[58]	[0.33083]	[101]	[17.71956]
[59]	[0.36261]	[102]	[18.57140]
[60]	[0.41681]	[103]	[19.47792]
[61]	[0.46354]	[104]	[20.44237]
[62]	[0.52055]	[105]	[21.45402]
[63]	[0.58456]	[106]	[22.52969]
[64]	[0.65185]	[107]	[23.67312]
[65]	[0.72288]	[108]	[24.88850]
[66]	[0.79484]	[109]	[26.17958]
[67]	[0.86773]	[110]	[27.55010]
[68]	[0.94623]	[111]	[29.00567]
[69]	[1.02754]	[112]	[30.55048]
[70]	[1.12613]	[113]	[32.19108]
[71]	[1.23641]	[114]	[33.93122]
[72]	[1.38127]	[115]	[35.77789]
[73]	[1.53407]	[116]	[37.73671]
[74]	[1.69481]	[117]	[39.81422]
[75]	[1.87050]	[118]	[42.01836]
[76]	[2.06209]	[119]	[44.35473]
[77]	[2.28451]	[120]	[46.72756]
		[121 and later]	[0.000000]

UL13C-AR 3Н

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

Table B **Coverage Guarantee Monthly Cost of Insurance Rates Per \$1,000** 

ATTAINED		ATTAINED	
AGE	RATE	AGE	RATE
[35]	[0.09667]	[ 78]	[ 9.91000]
[36]	[0.12000]	[ 79]	[11.02500]
[37]	[0.14333]	[ 80]	[12.23500]
[38]	[0.16833]	[ 81]	[13.60500]
[39]	[0.19167]	[ 82]	[15.02000]
[40]	[0.21500]	[ 83]	[16.53167]
[41]	[0.23833]	[ 84]	[18.20000]
[42]	[0.26167]	[ 85]	[20.05167]
[43]	[0.28833]	[ 86]	[22.09833]
[44]	[0.32000]	[ 87]	[24.31333]
[45]	[0.36333]	[ 88]	[26.67000]
[46]	[0.41167]	[ 89]	[29.13667]
[47]	[0.46833]	[ 90]	[31.68833]
[48]	[0.52333]	[ 91]	[34.05000]
[49]	[0.57833]	[ 92]	[36.49167]
[50]	[0.62667]	[ 93]	[39.04667]
[50] [51]	[0.68167]	[ 94]	[41.73167]
[51] [52]	[0.74000]	[ 95]	[44.53167]
[53]	[0.81667]	[ 96]	[47.29833]
[54]	[0.89833]	[ 97]	[50.24833]
[5·] [55]	[0.99000]	[ 98]	[53.39667]
[56]	[1.09500]	[ 99]	[56.75667]
[55] [57]	[1.20667]	[100]	[60.35000]
[58]	[1.32000]	[101]	[63.20167]
[59]	[1.44667]	[102]	[66.24000]
[60]	[1.64167]	[103]	[69.47333]
[61]	[1.82500]	[104]	[72.91333]
[62]	[2.05167]	[105]	[76.52167]
[63]	[2.30500]	[106]	[80.35833]
[64]	[2.57167]	[107]	[83.33333]
[65]	[2.85167]	[108]	[83.33333]
[66]	[3.13667]	[109]	[83.33333]
[67]	[3.42500]	[110]	[83.33333]
[68]	[3.73667]	[111]	[83.33333]
[69]	[4.05500]	[112]	[83.33333]
[70]	[4.44500]	[113]	[83.33333]
[71]	[4.88000]	[114]	[83.33333]
[72]	[5.45500]	[115]	[83.33333]
[73]	[6.05833]	[116]	[83.33333]
[74]	[6.69500]	[117]	[83.33333]
[75]	[7.38833]	[118]	[83.33333]
[76]	[8.10667]	[119]	[83.33333]
[77]	[8.94000]	[120]	[83.33333]
f 1	[	[121 and later]	[ 0.00000]
		[.=]	

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Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## **Guarantee Cash Value Factor Per \$1,000 of Specified Amount**

END OF YEAR ATTAINED AGE	GUARANTEED CASH VALUE FACTOR	END OF YEAR ATTAINED AGE	GUARANTEED CASH VALUE FACTOR
[35] [36] [37] [38] [39]	[ 0.000.0 ] [ 0000.0 ] [ 0000.0 ] [ 0000.0 ]	[ 78] [ 79] [ 80] [ 81] [ 82]	[ 196.0337] [ 210.0444] [ 224.3086] [ 238.6265] [ 253.1347]
[40] [41] [42] [43] [44]	[ 0.0000] [ 0.0000] [ 0.0000] [ 0.0000]	[ 83] [ 84] [ 85] [ 86] [ 87]	[ 267.8409] [ 282.7139] [ 297.4493] [ 312.3431] [ 327.2166]
[45] [46] [47] [48] [49]	[ 0.0000] [ 0.0000] [ 0.0000] [ 0.0000]	[ 88] [ 89] [ 90] [ 91] [ 92]	[ 342.4911] [ 357.8091] [ 373.1838] [ 389.1617] [ 405.2976]
[50] [51] [52] [53] [54]	[ 0.0000] [ 0.0000] [ 0.0000] [ 0.1948]	[ 93] [ 94] [ 95] [ 96] [ 97]	[ 422.1023] [ 439.1226] [ 456.9405] [ 474.9652] [ 493.6807]
[55] [56] [57] [58] [59]	[ 4.0221] [ 8.1091] [ 12.4195] [ 16.9728] [ 21.8032]	[ 98] [ 99] [100] [101] [102]	[ 513.0947] [ 533.2185] [ 554.0777] [ 575.7175] [ 598.0274]
[60] [61] [62] [63] [64]	[ 26.9199] [ 32.3349] [ 38.1548] [ 44.3329] [ 50.9382]	[103] [104] [105] [106] [107]	[ 620.8621] [ 644.0297] [ 667.2592] [ 690.1601] [ 711.6390]
[65] [66] [67] [68]	[ 58.0128] [ 65.5276] [ 73.5130] [ 82.2299]	[108] [109] [110] [111]	[ 729.8525] [ 741.4507] [ 739.8066] [ 738.8383]
[69] [70] [71] [72] [73]	[ 91.5163] [101.3906] [111.5608] [122.2072] [133.2973]	[112] [113] [114] [115] [116]	[ 738.9423] [ 740.7384] [ 745.1917] [ 753.7985] [ 768.8717]
[74] [75] [76] [77]	[144.8544] [157.0064] [169.4906] [182.4953]	[117] [118] [119] [120] [121 and later]	[ 793.9720] [ 834.5629] [ 898.9969] [1000.0000] [1000.0000]

Above factors are end of the Policy Year factors.

UL13C-AR 3J

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## Coverage Guarantee Surrender Limit per \$1,000 of Specified Amount

END OF YEAR ATTAINED AGE	COVERAGE GUARANTEE SURRENDER LIMIT	END OF YEAR ATTAINED AGE	COVERAGE GUARANTEE SURRENDER LIMIT
[35]	[ 1.960459]	[ 78]	[176.395529]
[36]	[ 4.359437]	[ 79]	[190.606590]
[37]	[ 6.783814]	[ 80]	[205.209917]
[38]	[ 9.236321]	[ 81]	[220.172133]
[39]	[ 11.725810]	[ 82]	[235.393394]
[40]	[ 14.250446]	[ 83]	[250.903360]
[41]	[ 16.993672]	[ 84]	[266.671619]
[42]	[ 19.977749]	[ 85]	[282.608534]
[43]	[ 23.221298]	[ 86]	[298.586187]
[44]	[ 26.742076]	[ 87]	[314.467516]
[45]	[ 30.554021]	[ 88]	[330.125923]
[46]	[ 34.131761]	[ 89]	[345.461784]
[47]	[ 37.443902]	[ 90]	[360.401139]
[48]	[ 40.464122]	[ 91]	[374.909334]
[49]	[ 43.169156]	[ 92]	[389.204422]
[50]	[ 45.530500]	[ 93]	[403.257900]
[51]	[ 47.505285]	[ 94]	[417.003009]
[52] [53]	[ 49.043636] [ 50.084950]	[ 95] [ 96]	[430.355645] [443.259790]
[54]	[ 50.567875]	[ 90]	[455.995891]
[54] [55]	[ 50.413669]	[ 98]	[468.475026]
[56]	[ 50.084721]	[ 99]	[480.583247]
[57]	[ 49.546408]	[100]	[492.175050]
[58]	[ 48.771558]	[101]	[503.125382]
[59]	[ 47.727447]	[102]	[514.050370]
[60]	[ 46.251584]	[103]	[524.891858]
[61]	[ 44.343408]	[104]	[535.579643]
[62]	[ 41.895477]	[105]	[546.027819]
[63]	[ 38.807816]	[106]	[556.162199]
[64]	[ 34.991738]	[107]	[565.844699]
[65]	[ 42.037094]	[108]	[574.891001]
[66]	[ 49.381946]	[109]	[582.786972]
[67]	[ 56.910067]	[110]	[588.168361]
[68]	[ 64.941199]	[111]	[591.214329]
[69]	[ 73.514109]	[112]	[590.964241]
[70]	[ 82.682675]	[113]	[586.011457]
[71]	[ 92.433620]	[114]	[574.279275]
[72]	[102.775781]	[115]	[552.648846]
[73]	[113.614220]	[116]	[516.379132]
[74]	[124.988362]	[117]	[458.159053]
[75]	[136.943079]	[118]	[366.546391]
[76]	[149.496810]	[119]	[223.376835]
[77]	[162.665087]	[120]	[ 0.000001]
		[121 and later]	[ 0.000001]

Above factors are end of the Policy Year factors.

UL13C-AR 3K

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## Coverage Guarantee Risk Adjustment Minimum Rate per \$1,000 of Specified Amount

POLICY YEAR	AMOUNT	POLICY YEAR	AMOUNT
YEAR  [ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21] [22] [23] [24] [25] [26] [27] [28] [29] [30] [31] [32] [33] [34] [35] [36] [37] [38] [39] [40] [41] [42]	[ 2.623980] [ 5.070193] [ 7.627072] [ 10.298536] [ 13.098145] [ 16.036530] [ 19.124711] [ 22.374596] [ 25.789398] [ 29.367046] [ 33.085970] [ 36.940625] [ 40.917614] [ 45.030293] [ 49.291060] [ 53.731602] [ 58.350431] [ 63.152028] [ 68.100941] [ 73.192576] [ 78.667357] [ 86.774384] [ 95.209741] [103.985631] [113.130666] [122.642775] [132.365000] [142.359500] [152.539960] [162.863439] [173.322684] [183.911532] [194.647098] [205.553246] [216.605157] [227.821187] [239.059480] [250.239374] [261.045760] [271.416075] [281.270318] [290.466036] [298.920982]	[46] [47] [48] [49] [50] [51] [52] [53] [54] [55] [56] [57] [58] [59] [60] [61] [62] [63] [64] [65] [66] [67] [68] [69] [70] [71] [72] [73] [74] [75] [78] [79] [80] [81] [82] [83] [84] [85] [86]	[313.124667] [312.367778] [308.318159] [300.310494] [287.390364] [268.307007] [241.459078] [204.866096] [156.042688] [ 91.837195] [ 8.189442] [ 0.000000]
[44] [45]	[306.334729] [311.062952]		

UL13C-AR 3L

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

## **Coverage Guarantee Monthly Risk Adjustment Rate**

ATTAINED		ATTAINED	
AGE	RATE	AGE	RATE
[35]	[0.000000]	[ 78]	[ 7.432500]
[36]	[0.000000]	[ 79]	[ 8.268750]
[37]	[0.000000]	[ 80]	[ 9.176250]
[38]	[0.000000]	[ 81]	[10.203750]
[39]	[0.000000]	[ 82]	[11.265000]
[40]	[0.161250]	[ 83]	[12.398750]
[41]	[0.178751]	[ 84]	[13.650000]
[42]	[0.196250]	[ 85]	[15.038750]
[43]	[0.216251]	[ 86]	[16.573751]
[44]	[0.240000]	[ 87]	[18.235001]
[45]	[0.272501]	[ 88]	[20.002500]
[46]	[0.308750]	[ 89]	[21.852500]
[47]	[0.351251]	[ 90]	[23.766251]
[48]	[0.392501]	[ 91]	[23.766251]
[49]	[0.433751]	[ 92]	[23.766251]
[50]	[0.470000]	[ 93]	[23.766251]
[51]	[0.511250]	[ 94]	[23.766251]
[52]	[0.555000]	[ 95]	[23.766251]
[53]	[0.612500]	[ 96]	[23.766251]
[54]	[0.673751]	[ 97]	[23.766251]
[55]	[0.742500]	[ 98]	[23.766251]
[56]	[0.821250]	[ 99]	[23.766251]
[57]	[0.905000]	[100]	[ 0.000000]
[58]	[0.990000]	[101]	[ 0.000000]
[59]	[1.085000]	[102]	[ 0.000000]
[60]	[1.231250]	[103]	[ 0.000000]
[61]	[1.368750]	[104]	[ 0.000000]
[62]	[1.538750]	[105]	[ 0.000000]
[63]	[1.728750]	[106]	[ 0.000000]
[64]	[1.928750]	[107]	[ 0.000000]
[65]	[2.138750]	[108]	[ 0.000000]
[66]	[2.352500]	[109]	[ 0.000000]
[67]	[2.568750]	[110]	[ 0.000000]
[68]	[2.802500]	[111]	[ 0.000000]
[69]	[3.041250]	[112]	[ 0.000000]
[70]	[3.333750]	[113]	[0000000]
			[0000000]
			[0.000000]
[71] [72] [73] [74] [75] [76] [77]	[3.660000] [4.091250] [4.543751] [5.021250] [5.541251] [6.080000] [6.705000]	[114] [115] [116] [117] [118] [119] [120] [121 and later]	[ 0.000000]

UL13C-AR ЗМ

## **DEFINITIONS**

## **Attained Age**

Attained age means the Insured's age on the birthday nearest to the last Policy Anniversary.

## **Extended Maturity Date**

The Policy Owner can elect to extend the Maturity Date beyond age 121. This new Maturity Date is defined to be the Extended Maturity Date. The Death Benefit will be continued as the amount in effect at age 121 and there will be no further Monthly Deductions from the Account Value.

The Policy may not qualify as life insurance under federal tax law after the Insured reaches age 121 and may be subject to adverse tax consequences. A tax advisor should be consulted before the Owner chooses to continue the Policy after age 121.

New Policy Loans and loan repayments shall be permitted. Interest will continue to accrue on and be added to any outstanding loan balance.

#### **Home Office and Administrative Office**

Our Home Office and Administrative Office is located at [3275 Bennett Creek Avenue, Frederick, MD 21704].

#### Insured

The person whose life is insured, as named in the Policy Schedule page.

#### **Issue Date**

The Issue Date is the date we complete the processing of an approved application, and issue this life insurance Policy. The Issue Date is shown on the Policy Schedule.

## **Maturity Date**

The Maturity Date is shown in the Policy Schedule.

On the Maturity Date, this Policy will be terminated and you will receive any remaining Cash Surrender Value. It is possible that the Policy will terminate prior to the Maturity Date if:

- 1. the total premiums paid are not sufficient to continue coverage to the Maturity Date as described in the Grace Period provision;
- 2. a Policy Loan is made; or
- 3. changes are made in the Specified Amount or plan as originally issued.

## **Policy 7702 Limiting Amount**

The Policy 7702 Limiting Amount is equal to the greater of the Account Value and the Guaranteed Cash Value (excluding the reduction for any Policy Loan Indebtedness).

## Policy Date, Month, Year, and Anniversary

The Policy Date is stated in the Policy Schedule. Each Policy Month begins on the same day of each month as the Policy Date. The first day of each Policy Month is a Monthly Anniversary. Each Policy Year begins on the same day and month as the Policy Date. A Policy Anniversary occurs on the first day of each Policy Year after the first Policy Year.

## **Policy Loan Indebtedness**

The Policy Loan Indebtedness will be any outstanding Policy Loans plus unpaid loan interest.

#### Riders and Benefits

Riders and benefits are attachments to the Policy which provide additional coverage and benefits.

## Written Notice/Recording Thereof

Written Notice means a notification or request received from the Owner in a form approved by us. Written Notices are recorded at our Administrative Office. We will not be responsible for the validity of any Written Notice.

### **OWNERSHIP**

#### Owner

The Owner of this Policy is shown in the Policy Schedule, unless changed at a later date. During the Insured's lifetime, only the Owner may exercise all the rights as to changes in the Policy. Changes shall take effect on the date Written Notice was signed and received at our Administrative Office. If the Insured is not the Owner and the Insured survives the Owner, then the Owner's estate will become the Owner unless a contingent Owner has been named.

## **Control of Policy**

During the Insured's lifetime and subject to the terms of any beneficiary designation or assignment, the Owner may:

- 1. assign or surrender this Policy;
- 2. obtain a Policy Loan;
- 3. make a change in this Policy with our consent;
- 4. transfer the ownership of this Policy; and
- 5. exercise other rights and receive other benefits as defined in this Policy.

## **Assignment of Policy**

This Policy may be assigned. We will not be responsible for the validity of an assignment. We will not be liable for any payments made or actions taken before Written Notice of any assignment is received by us. Changes shall take effect on the date Written Notice was signed and received at our Administrative Office. Payments to any assignee will only be made in a lump sum.

## **PREMIUMS**

## **Payment of Premiums**

The first premium must be paid before any insurance becomes effective. The due date of the first premium is the Policy Date. Premiums are payable in advance to us. Premiums after the first premium are payable at our Administrative Office or at any designated premium receipt facility. A premium receipt will be furnished upon request.

In no event may premiums be paid beyond the Maturity Date.

## **Planned Premiums**

The amount of any planned premium may be increased or decreased. Notices for planned premiums will be sent to the Owner or payor as designated by the Owner. The Owner may change the frequency of premium notices to any frequency we offer as of the next scheduled premium due date.

### **Unscheduled Premiums**

Additional premium payments may be made at any time prior to the Maturity Date. We reserve the right to limit or refund premiums that would otherwise result in an increase in the Death Benefit.

There are no minimum dollar amounts of premium that must be paid.

## **Net Premium**

A Net Premium is a percentage of the premium paid. This percentage is equal to 100% minus the Premium Expense Charge shown in the Policy Schedule.

#### **Grace Period**

This Policy provides for a Grace Period of 61 days to pay sufficient premiums to prevent policy Termination. Except as provided in the Coverage Guarantee Provision, this Policy will enter the Grace Period if the Base Surrender Value is less than the Monthly Deduction plus Cost of Insurance Charge. We will send notification of Grace Period and the minimum premium due to the Owner's last known address and to any assignee of record at least 30 days prior to the

date the Policy is to terminate. If sufficient premium is not paid, all coverage under this Policy will terminate without value at the end of the Grace Period. Any payment sent by U.S. mail shall be postmarked within the Grace Period. If a death claim occurs during the Grace Period, overdue Monthly Deductions and Cost of Insurance Charges will be deducted from the proceeds.

### **GUARANTEED VALUES**

#### **Account Value**

On each Monthly Anniversary, the Account Value will equal (1) plus (2) plus (3) minus (4) minus (5), where:

- (1) is the Account Value on the preceding Monthly Anniversary;
- (2) is one month's interest on item (1);
- (3) is any Net Premium received since the preceding Monthly Anniversary, plus interest from the day such premium is received at our Administrative Office until the end of the Policy Month in which such premium was received; and
- (4) is the Monthly Deduction described below for the Policy Month following the Monthly Anniversary; and
- (5) is the Cost of Insurance Charge described below.

On any day other than a Monthly Anniversary, the Account Value will be calculated on a basis consistent with that prescribed above.

The Account Value on the Policy Date will be the first Net Premium paid less the Monthly Deduction for the month following the Policy Date and less the Cost of Insurance Charge for the month following the Policy Date.

## **Monthly Deduction**

The Monthly Deduction for a Policy Month will equal (1) plus (2) plus (3) where:

- (1) is the cost for the Policy Month of additional coverage provided by riders and benefits;
- (2) is the Monthly Policy Fee shown in the Policy Schedule; and
- (3) is the Monthly Administrative Charge described below.

## **Interest Rate**

The Guaranteed Interest Rate used in the calculation of the Account Value is listed on the Policy Schedule page. Interest in excess of the guaranteed rate may be used in the calculation of the Account Value at such increased rate and in such manner as determined by us. The interest rate applied to Account Value equal to outstanding Policy Loans may be different from the rate applied to the remaining Account Value. However, such rate will never be less than the Guaranteed Interest Rate.

## **Monthly Administrative Charge**

The Monthly Administrative Charge is shown in the Policy Schedule. Upon any Decrease in Specified Amount, the Monthly Administrative Charge will be reduced proportionately.

## **Cost of Insurance Charge**

The Cost of Insurance Charge is determined on a monthly basis. The cost is (1) multiplied by the result of (2) minus (3) where:

- (1) is the monthly Cost of Insurance rate described below;
- (2) is the Death Benefit on the Monthly Anniversary, divided by the sum of 1 plus the monthly equivalent of the Guaranteed Interest Rate; and
- (3) is the Account Value on the Monthly Anniversary, excluding the reduction attributed to the Cost of Insurance.

#### **Cost of Insurance Rate**

The monthly Cost of Insurance rates are based on the insured's attained age, sex, and rating classification. The rating classification is shown in the Policy Schedule.

The Cost of Insurance rates are based on our expectations as to future experience. However, the Cost of Insurance rates for the Insured's rating classification will not be greater than the Guaranteed Maximum Rates shown in the Policy Schedule. The Guaranteed Maximum Rates are based on the 2001 Commissioners' Standard Ordinary Mortality Table (male/female, smoker distinct) age nearest birthday.

We may use lower, non-guaranteed monthly Cost of Insurance rates than those shown in the Policy Schedule at our sole option and discretion. Any change in the Cost of Insurance rates will apply to all persons of the same class. Such changes are determined and re-determined prospectively, at our sole action and discretion. We will not recoup any prior losses nor distribute past gains by means of such changes in Cost of Insurance rates.

## **Basis of Computations**

Minimum Cash Surrender Values are based on 2% interest per year, compounded yearly, and the 2001 Commissioners' Standard Ordinary Mortality Table (male/female, smoker distinct), age nearest birthday. A detailed statement of the basis of guaranteed maximum Cost of Insurance rates, minimum guaranteed interest rate and expenses charges and the method of computation of Cash Surrender Values under this Policy has been filed with the state in which this Policy is delivered. Cash Surrender Values under this Policy are never less than the minimum values and benefits required by or pursuant to the NAIC Universal Life Insurance Regulation, model #585.

#### NONFORFEITURE PROVISIONS

## **Continuation of Insurance**

Subject to the provisions of this Policy, this Policy will remain in effect until premiums paid plus credited interest is insufficient to continue coverage. The Policy will then terminate as described in the Termination provision.

### Surrender

The Owner may surrender this Policy and receive the Cash Surrender Value during the Insured's lifetime. Surrender terminates this insurance. We may postpone payment for as long as six months from the effective date of surrender.

We reserve the right to require the return of the Policy.

## **Cash Surrender Value**

The Cash Surrender Value will be greater of (1) or (2) where:

- (1) is the Base Surrender Value which is equal to (a) minus (b) minus (c) where:
  - (a) is the Account Value on the date of surrender:
  - (b) is any Policy Loan Indebtedness; and
  - (c) is the Surrender Charge described below.
- (2) is the Guaranteed Cash Value, on the date of surrender, which is equal to (a) minus (b) where:
  - (a) is (i) times (ii) times (iii) where:
    - (i) is the Guaranteed Cash Value factor as shown in the Policy Schedule pages
    - (ii) is the Specified Amount times .001; and
    - (iii) is minimum of 1 and the Coverage Guarantee Amount divided by the quantity (Specified Amount times Coverage Guarantee Surrender Limit divided by 1000). The Coverage Guarantee Surrender Limit factors are shown in the Policy Schedule pages.
  - (b) is any Policy Loan Indebtedness.

If surrender is requested within 30 days after a Policy Anniversary, the Cash Surrender Value will not be less than the Cash Surrender Value on such anniversary, less any Policy Loans made on or after such anniversary. The surrender will be paid in cash or under an annuity Payment Option.

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#### **Surrender Charge**

The Surrender Charge applicable for the initial Specified Amount is shown in the Policy Schedule.

#### **POLICY LOANS**

While this Policy is in force, the Owner may obtain all or part of the available Loan Value by Written Notice. This Policy, assigned to us, is the only security needed. We may postpone making a loan for as long as six months from the date the notice is received at our Administrative Office. However, a Policy Loan used to pay a premium on any policy issued by us will not be postponed.

#### Loan Value

The Loan Value will be the greater of (1) or (2) where:

- (1) is the Base Surrender Value; or
- (2) the Guaranteed Cash Value.

These values are described in the Nonforfeiture Provisions and reflect any outstanding Policy Loan Indebtedness.

#### **Available Loan Value**

The Available Loan Value will be the Loan Value less any loan interest on existing Policy Loans in advance of the next Policy Anniversary.

## **Interest on Policy Loans**

Interest on Policy Loans will be payable in advance from the date of the loan to the next Policy Anniversary at the annual interest rate of 7.4%. Interest is payable in advance at the beginning of each Policy Year. If interest is not paid when due, it will be added to the Policy Loan and bear interest at the same rate.

## **Policy Loan Indebtedness**

The Policy Loan Indebtedness will be any outstanding Policy Loans plus unpaid loan interest.

## **Repayment of Policy Loans**

A Policy Loan may be repaid in full, or in part at a minimum of \$50.00, at any time while this Policy is in force. Failure to pay back the Policy Loan will not terminate this Policy unless the Policy Loan Indebtedness equals or exceeds the Loan Value described above, minus the Monthly Deduction and Cost of Insurance Charge for the following month. If this happens, the Policy will terminate. The Policy will not lapse until at least 30 days after notice has been mailed to the last known address of the Insured or Policy Owner and any assignee of record.

## **COVERAGE GUARANTEE PROVISION**

The Coverage Guarantee Provision prevents your Policy from lapsing even if your Base Surrender Value is not sufficient to cover your Monthly Deductions plus Cost of Insurance Charges. If the Coverage Guarantee Amount less Policy Loan Indebtedness is greater than or equal to zero, the Policy will not enter the Grace Period.

However, if there is a Policy Loan on the Policy, the Policy will lapse if the Cash Surrender Value is less than or equal to zero.

The Coverage Guarantee Amount is calculated in a similar manner as the Policy Account Value, but using different charges and interest rates. These factors are guaranteed not to change.

The Coverage Guarantee Amount and the Subaccount Values are not related to the actual policy values and or values described in the Nonforfeiture Provisions. The values of the Coverage Guarantee Amount and the Subaccount Values are used for the sole purpose of determining whether the Policy has lapse protection; their values have no accessible cash value to anyone for any purpose whatsoever.

## **Coverage Guarantee Amount**

The Coverage Guarantee Amount is the sum of the value of each of the following three sub-accounts.

- Subaccount 1; and
- Subaccount 2; and
- Subaccount 3.

Only Subaccount 3 can have a negative value.

## **Coverage Guarantee Account Charges and Fees**

These are the Coverage Guarantee Policy Fees, Coverage Guarantee Premium Expense Charges, Coverage Guarantee Monthly Administrative Charge tables, and Coverage Guarantee Monthly Risk Adjustment Charges which are shown in the Policy Schedule. Upon any decrease in Specified Amount, the Coverage Guarantee Monthly Administrative Charge will be reduced proportionally.

The Coverage Guarantee Monthly Administrative Charge is determined as:

- (1) If the value of Subaccount 3 on the prior Monthly Anniversary is equal to 0, Table A charges are used.
- (2) If the value of Subaccount 3 on the prior Monthly Anniversary is not equal to 0, Table B charges are used.

The Policy Schedule contains Table A and Table B Coverage Guarantee Monthly Administrative Charge Rate tables.

The Coverage Guarantee Monthly Risk Adjustment Charge will be determined as:

The Coverage Guarantee Risk Adjustment Minimum Amount is equal to the Coverage Guarantee Risk Adjustment Minimum Rate Per 1000 multiplied by the Specified Amount divided by 1000. The Coverage Guarantee Monthly Risk Adjustment Charge is equal to the Coverage Guarantee Monthly Risk Adjustment Rate multiplied by the Specified Amount divided by 1000.

- (1) If the Coverage Guarantee Amount is less than the Coverage Guarantee Risk Adjustment Minimum Amount, the Coverage Guarantee Monthly Risk Adjustment Charge will be assessed.
- (2) If the Coverage Guarantee Amount is greater or equal to the Coverage Guarantee Risk Minimum Adjustment Amount, the Coverage Guarantee Monthly Risk Adjustment Charge will not be assessed.

The Policy Schedule contains the Coverage Guarantee Risk Adjustment Minimum Rate Per 1000 of Specified Amount, and the Coverage Guarantee Monthly Risk Adjustment Rate per 1000 of Specified Amount.

## **Coverage Guarantee Net Premium**

These are equal to premium payments less the Coverage Guarantee Premium Expense Charge.

## **Allocation of Coverage Guarantee Net Premiums**

- 1. During the first Policy Year, the Coverage Guarantee Net Premiums are allocated to Subaccount 1.
- 2. After the first Policy Year:
  - a. If the Coverage Guarantee Amount at the end of the previous Policy Month is greater than 0, then the Coverage Guarantee Net Premiums will be allocated to Subaccount 2.
  - b. If the Coverage Guarantee Amount at the end of the previous Policy Month is less than or equal to 0, then the Coverage Guarantee Net Premiums will be allocated to Subaccount 3.

## **Coverage Guarantee Cost of Insurance Charge**

The Coverage Guarantee Cost of Insurance Charge is equal to (1) multiplied by the result of (2) minus (3) where:

- is the Coverage Guarantee Monthly Cost of Insurance Rate described below;
- (2) is the Specified Amount on the Monthly Anniversary divided by the sum of 1 plus the monthly equivalent guaranteed interest rate; and
- (3) is the Coverage Guarantee Amount on the Monthly Anniversary excluding the reduction attributed to the Coverage Guarantee Monthly Cost of Insurance Charge. The Coverage Guarantee Monthly Cost of Insurance Rate is determined as:
  - (1) If the value of Subaccount 3 on the prior Monthly Anniversary is equal to 0, Table A rates are used.
  - (2) If the value of Subaccount 3 on the prior Monthly Anniversary is not equal to 0, Table B rates are used.

The Policy Schedule contains Table A and Table B Coverage Guarantee Monthly Cost of Insurance Rate tables.

## **Coverage Guarantee Monthly Deduction**

The Coverage Guarantee Monthly Deduction is the sum of (1) plus (2) plus (3) plus (4) where:

- (1) is the cost for the Policy Month of additional coverage provided by riders and benefits;
- (2) is the Coverage Guarantee Policy Fee;
- (3) is the Coverage Guarantee Monthly Administrative Charge;
- (4) is the Coverage Guarantee Monthly Risk Adjustment Charge if applicable.

## **Coverage Guarantee Subaccount Values**

For each Subaccount, on each Monthly Anniversary, the Coverage Guarantee Subaccount Value is equal to (1) plus (2) plus (3) minus (4) minus (5) where:

- (1) is the Subaccount Value on the preceding Monthly Anniversary;
- (2) is one month's Coverage Guarantee Interest on item (1), subject to adjustments for loan balances;
- (3) is any Coverage Guarantee Net Premiums allocated to the Subaccount;
- (4) is the Coverage Guarantee Monthly Deduction which is deducted as follows:
  - a) deduct first from Subaccount 3 if positive, until its value is 0.
  - b) subsequently, any remaining Coverage Guarantee Monthly Deduction is deducted from Subaccount 2 until it reaches 0.
  - c) any remaining Coverage Guarantee Monthly Deduction is deducted from Subaccount 1 until it reaches 0.
  - d) If any Coverage Guarantee Monthly Deduction remains, it is deducted from whatever remained of Subaccount 3 after step a; and
- (5) is the Coverage Guarantee Cost of Insurance Charge, which is deducted as follows:
  - a) deduct first from Subaccount 3 if positive, until its value is 0.
  - b) subsequently, any remaining Coverage Guarantee Cost of Insurance is deducted from Subaccount 2 until it reaches 0.
  - c) any remaining Coverage Guarantee Cost of Insurance is deducted from Subaccount 1 until it reaches 0.
  - d) If any Coverage Guarantee Cost of Insurance remains, it is deducted from whatever remained of Subaccount 3 after step a.

On the Policy Date, Subaccount Values are calculated as the initial Net Premium allocated to the Subaccounts, less the initial Monthly Deduction as described in (4) above and less the Coverage Guarantee Cost of Insurance charge as described in (5) above.

#### Interest on Subaccount Values

The interest rates from Policy Schedule pages are used for calculating interest on the Coverage Guarantee Subaccount Value. Interest is determined based on the Coverage Guarantee Subaccount Value on the Policy Anniversary, net of any Policy Loan Indebtedness allocated to the Coverage Guarantee Subaccount. When Subaccount 3 is negative, the interest calculated is negative.

Coverage Guarantee Interest rates shown in the Policy Schedule vary depending upon Policy Year as well as the Coverage Guarantee Amount.

For purposes of determining Coverage Guarantee Interest, Policy Loan Indebtedness will be allocated to the Coverage Guarantee Subaccounts as follows:

- a) deduct the Policy Loan Indebtedness first from the Subaccount 3 if positive, until its value is 0;
- b) any remaining Policy Loan Indebtedness, after deduction of the amount in a), is deducted from Subaccount 2, until it reaches 0;
- c) any remaining Policy Loan Indebtedness, after deduction of the combined amount in a) and b), is deducted from Subaccount 1 until it reaches 0;
- d) any Policy Loan Indebtedness remaining after deduction of the combined amount in a) and b) and c), is deducted from the remaining subaccount 3 which will then be negative.

The Targeted Coverage Guarantee Amount is calculated as Targeted Coverage Guarantee Amount Rates Per 1000 shown in the Policy Schedule multiplied by the Specified Amount divided by 1000.

After the adjustment for Policy Loan Indebtedness, the Targeted Coverage Guarantee Amount will be allocated to the Subaccounts for purposes of determining Coverage Guarantee Interest as follows:

- a) allocate first to Subaccount 3 if positive, until its value is up to the lesser of Subaccount 3 and the Targeted Coverage Guarantee Amount.
- b) subsequently, any remaining Targeted Coverage Guarantee Amount is allocated to Subaccount 1 up to the lesser of the remaining Targeted Coverage Guarantee Amount and Subaccount 1.
- c) any remaining Targeted Coverage Guarantee Amount is allocated to Subaccount 2 up to the lesser of the remaining Targeted Coverage Guarantee Amount and Subaccount 1.
- d) If any Targeted Coverage Guarantee Amount remains, it is allocated to whatever remained of Subaccount 3 after step a;

The Coverage Guarantee Provision will end without the possibility of reinstatement on the date that the Policy is surrendered.

#### **GENERAL PROVISIONS**

#### Contract

This Policy, attached riders, amendments, supplemental questionnaires, benefits, reinstatement applications, and the application, as well as any supplemental applications for additional amounts, form the entire contract. Only the President, a Vice President, or the Secretary of Banner Life Insurance Company may change or waive any provision in this contract. Any changes or waivers must be in writing.

We may not change or amend this Policy without the Owner's consent except as expressly provided in the Policy. However, we may change or amend this Policy if such change or amendment is necessary for it to comply with any state or federal law, rule or regulation.

### **Statements**

Statements in the application are considered representations, not warranties. Statements may be used to contest the validity of this Policy or in defense of a claim only if:

- 1. the statements are contained in the application, supplemental application, supplemental questionnaire, or in an endorsement or amendment; and
- 2. a copy of that application, endorsement, supplemental questionnaire or amendment is attached to the Policy at issue or is made a part of the Policy when a change becomes effective.

## Incontestability

We cannot contest this Policy, except for nonpayment of premium or fraud (where permitted by applicable law in the state where the Policy is delivered), after it has been in force during the lifetime of the Insured, for two years after the Issue Date. However, if this Policy has been reinstated, it will be incontestable, except for nonpayment of premium or fraud (where permitted by applicable law in the state where the Policy is delivered), only after it has been in force during the lifetime of the Insured for two years after the effective date of the reinstatement. If the Policy has been reinstated after two years from the Issue Date, only statements in the reinstatement application may be used to contest the Policy. If reinstatement occurs within two years of the Issue Date we may:

- 1. contest statements on the original application for two years after the Issue Date; and
- 2. contest statements on the reinstatement application for two years after the effective date of reinstatement.

## Suicide

If the Insured, while sane or insane, dies by suicide within two years from the Issue Date, the Death Benefits payable will be limited. In such case, our liability will be limited to a refund of all premiums paid (less any Policy Loan Indebtedness).

## Misstatement of Age and Sex

If the Insured's age or sex has been misstated, we will change the Specified Amount to that which would have been purchased at the correct age and sex by the most recent Monthly Deduction. The date of adjustment will be the date the misstatement was discovered if the Insured is living on that date; otherwise, it will be the date of death.

If the Insured is living on the date of adjustment, we will use the adjusted Specified Amount, the correct monthly Cost of Insurance rates, and the correct Administrative Charges in making future calculations of the Account Value, the Cash Surrender Value, and the Death Benefit. In addition we will use the adjusted Specified Amount, and the correct Coverage Guarantee Monthly Cost of Insurance rates and Coverage Guarantee Account Charges and Fees in making future calculations of the Coverage Guarantee subaccounts.

## Non-participating

This Policy is non-participating and the Owner will not share in the Company's profits or surplus. We will pay no dividends on this Policy.

## **Effective Date of Coverage**

For all coverage provided in the original application, the effective date will be the later of:

- a) the date the Policy is delivered to and accepted by the Owner; and
- b) the date the first modal premium is paid. In order for coverage to be effective, we require that the Insured be living and insurable, as set forth in the original application, on this date.

#### **Termination**

All coverage under this Policy will terminate when any one of the following events occurs:

- 1. the Owner surrenders the Policy;
- 2. the Insured dies;
- 3. the Policy matures; or
- 4. the required payments are not paid by the end of the Grace Period.

## **Annual Report**

At least once each year, we will send to the Owner a report, which shows the current Account Value, Cash Surrender Value, outstanding Policy Loan Indebtedness and Death Benefit at the end of the Policy Year. Also, any premiums paid and charges made since the last report will be provided. The annual report will also include other information as required by state law, regulation or authority. This report will be mailed within 30 days of the Policy Anniversary and within 13 months of the last report.

## **Projection of Values**

We will provide a projection of illustrative future Death Benefits and Account Values upon written request. The first projection in any Policy Year will be provided without a service fee. Extra projections will be provided upon request and payment of a \$25 service fee.

The illustration will be based on assumptions as to specified amount(s), benefit option(s) and future premium payments as may be specified by us and/or the Owner.

### Reinstatement

A Policy which terminates in accordance with the Grace Period provision may be reinstated within five years after the expiration of the Grace Period if:

- 1. the Owner submits a written application for Reinstatement;
- 2. the Policy has not been surrendered previously:
- 3. evidence of Insured's insurability, for the underwriting classification in effect when the Policy terminated, is received and approved by us;

- 4. a premium sufficient to keep this Policy in force for three months is paid. This premium must be paid while the Insured is living and in the same state of health and insurability represented in the Application for Reinstatement and any supplements thereto; and
- 5. any Policy Loan Indebtedness in effect at the end of the Grace Period must be paid off.

The Account Value on the effective date of reinstatement will be the Account Value on the date at the end of the Grace Period plus the Net Premiums paid at Reinstatement. The Coverage Guarantee Subaccount Values on the reinstatement effective date will be the same as the Coverage Guarantee Subaccount Values at the end of the Grace Period plus the Coverage Guarantee Net Premiums paid at Reinstatement.

If this Policy is reinstated, the Surrender Charges will be the same as if this Policy had been continuously in force from the end of the Grace Period.

The Effective Date of Reinstatement will be the date upon which we have approved the Application for Reinstatement and received the full amount of premium due at our Administrative Office. Such reinstatement requires that the Insured is living and in the state of health and insurability represented in the Application for Reinstatement and any supplements thereto.

The Policy Date will remain the original Policy Date.

#### **INSURANCE COVERAGE PROVISIONS**

#### **Death Benefit**

The Death Benefit is the greater of the Specified Amount, or the Policy 7702 Limiting Amount multiplied by the applicable Death Benefit Factor shown in the Death Benefit Factor Table.

The payment of interest on the Death Benefit shall be as follows:

- (1) Interest will accrue at the rate of 8% annually beginning with the date that is 31 calendar days from the latest of Items (a), (b), and (c) to the date the claim is paid, where it is:
  - (a) The date that due proof of death is received by the Company;
  - (b) The date the Company receives sufficient information to determine its liability, and the appropriate payee legally entitled to the proceeds; and
  - (c) The date that legal impediments to Payment of Proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to: (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors, and administrators; and (iii) the submission of information required to satisfy a state and federal reporting requirements.

In order to qualify under Section 7702 of the Internal Revenue Code of 1986, the minimum Death Benefit at each Monthly Anniversary is equal to the product of the Policy 7702 Limiting Amount and the appropriate Death Benefit Factors in the Policy Schedule.

## **Increase in Specified Amount**

We will not allow an increase in the Specified Amount. However, the Death Benefit may increase as a result of multiplying the Policy 7702 Limiting Amount times the Death Benefit Factors in the Policy Schedule (as described in the Death Benefit section).

## **Decrease in Specified Amount**

The effective date of any decrease will be the Monthly Anniversary on or next following the date the request is received by us. The Specified Amount in effect at any time under this Policy may not be less than the minimum Specified Amount as shown in the Policy Schedule.

Decreases in Specified Amount will result in a deduction from the Policy Account Value and from the Policy Coverage Guarantee Amount. The deduction is equal to the pro-rata portion of the decrease in Specified Amount multiplied by the Surrender Charge applicable at the time of the decrease. Future Surrender Charges will be reduced by this pro-rata portion. The decrease will result in a pro rata reduction in the Monthly Administration Charge and the Coverage Guarantee Monthly Administration Charge.

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## **AMOUNT OF PROCEEDS**

The life insurance proceeds payable at the insured's death will equal (1) plus (2) plus (3) minus (4) minus (5), where:

- (1) is the Death Benefit of this Policy;
- (2) is any loan interest paid beyond the date of death;
- (3) is any insurance on your life provided by riders;
- (4) is any Policy Loan Indebtedness; and
- (5) is the sum of any Monthly Deductions plus Cost of Insurance Charges due and unpaid before the date of death.

We will not pay the Death Benefit proceeds until we receive all of the following at our Administrative Office:

- 1. this Policy or a completed and notarized lost policy affidavit;
- 2. due proof of death satisfactory to the Company, that the Insured died while this Policy was in effect;
- 3. a written claim for the death proceeds completed on a form that we supply; and
- 4. if this Policy or a policy change or reinstatement is contestable as set forth in the Incontestability provision when the Insured died, an authorization, on a form that we supply, from a person authorized to allow us to obtain and disclose information about the Insured.

#### **BENEFICIARY PROVISIONS**

### **Beneficiary**

Unless otherwise provided by notice to us, the beneficiaries are named in the application.

## Change of Beneficiary

During the Insured's lifetime, the Owner may change the Beneficiary designation unless you have waived the right to do so, or the Beneficiary has been designated as irrevocable. No beneficiary change will take effect until a Written Notice is received at our Administrative Office. Such changes will become effective on the date Written Notice was signed and received at our Administrative Offices on a form approved by us. All changes will be subject to any payment made by us before notice was received.

## **Death of Beneficiary**

Unless otherwise provided in the beneficiary designation:

- 1. the interest of any Beneficiary who dies before the Insured will pass to any surviving beneficiaries according to their respective interests; or
- 2. if no Beneficiary survives the Insured, the proceeds will be paid in one sum to the Owner, if living; otherwise, to the Owner's estate.

## **PAYMENT OF PROCEEDS**

Any amount payable under this contract will be paid in one sum unless otherwise provided. All or part of this sum may be applied to any Payment Option. However, options will not be available if:

- 1. the net proceeds are less than \$2,500;
- 2. the amount of each payment is less than \$50; or
- 3. in the case of payment Option 4, the Payee is not a natural person receiving payment in his or her own right.

Proceeds left with us may be withdrawn by Written Notice where such right is given. The payment of any withdrawal may be postponed for as long as six months from the date we receive Written Notice.

If the proceeds are not paid within 30 days after proof of Insured's death has been furnished to the insurer, we will pay interest at the rate of 8% per year.

## **ELECTION OF PAYMENT OPTIONS**

## By Owner

During the Insured's lifetime, the Owner may elect any Payment Option and may change such election if the Owner has reserved the right to do so.

If the Owner elects a Payment Option for the Beneficiary, the Beneficiary may not:

- 1. change or cancel the election;
- 2. assign or transfer the amount held by us; or
- 3. withdraw any future installments or unpaid interest installments unless these rights are granted in the election.

## By Beneficiary

If the Owner does not elect a Payment Option, the Beneficiary may do so after the Insured's death.

#### **Conditions for Election**

Any election or change must be made by Written Notice to us. No election or change will be effective until we record it.

#### **PAYMENT OPTIONS**

The following sections describe the Payment Options available under this Policy.

## Option 1 - Proceeds Left at Interest

Under this option, the Company will hold the proceeds. Interest will be paid either once a month, four times a year, twice a year, or once a year. The first payment will be made at the end of the interest frequency period chosen. The guaranteed interest rate is 1.5% a year, compounded yearly. Proceeds will not be held under this option for more than 30 years.

### **Option 2 - Payments of a Fixed Amount**

Under this option, the Company will make monthly payments in the amount chosen until the proceeds and earned interest have been paid in full. The total amount paid each year must be at least 5% of the original proceeds. The length of the payment period will depend on the amount chosen, the amount of the proceeds applied and the amount of interest earned.

#### Option 3 - Payments for a Fixed Period

Under this option, the Company will make monthly payments for the number of years chosen. Table A shows the monthly payment for each \$1,000 of proceeds for payment periods of 1 to 30 years. The first installment will be paid on the date proceeds are settled under this option.

## **Option 4 - Life Income**

Under this option, the Company will make monthly payments for the life of the Payee. If a guaranteed payment period is elected, the Company will make payments for at least the period elected, whether or not the named Payee is living.

When this option is elected, the amount of each installment will be based on the Payee's age and sex at the birthday nearest the date the option goes into effect. We have the right to require satisfactory proof of the Payee's age. Table B shows monthly amounts payable at various ages for life with no guarantee, and for 5-year and 10-year guaranteed periods.

Option 4 is available only if the Payee is a natural person who is the Insured, Owner or Beneficiary. This option is not available to a Payee who is an assignee, estate, fiduciary, partnership, or corporation.

#### **Evidence to Survival**

We have the right to require satisfactory proof of any Payee's age. The right to change options is not available after payments commence under Option 4.

### **Automatic Payment Option**

If settlement of the proceeds of this Policy is delayed over 30 days, Option 1 will be applied automatically. Interest will be paid yearly and the person(s) entitled to the proceeds has the right to withdraw the proceeds or elect any Payment Option permitted by this Policy.

## **Single Premium Immediate Annuity**

At the time that payments commence, the amount of benefit will not be less than those that would be provided by the application of the proceeds to purchase a single premium immediate annuity contract at purchase rates offered by the Company at the time to the same class of annuitants.

## **Basis of Values**

The Payment Option Tables are based on 1.5% interest compounded yearly. For Option 4, rates in the tables are based on the 2000A Mortality Table. We may offer more favorable rates than those determined on this basis.

## **Additional Options**

Any proceeds payable under this Policy may be paid under any other method of payment agreed to by us at the time of settlement.

## **Death of Payee Under Payment Obligations**

Unless the Owner or the Beneficiary has made other provisions in electing a payment option, amounts remaining at the Payee's death will be paid to the Payee's estate.

Under Option 1, the proceeds on deposit will be paid in a single sum.

Under Option 2, any unpaid proceeds and earned interest will be paid in a single sum.

Under Option 3 and 4, the present value of any unpaid guaranteed payments will be paid in a single sum. The sum to be paid will equal the total of guaranteed payments remaining, discounted at 1.5% yearly compound interest.

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# TABLES FOR PAYMENT OPTIONS

Table A, Option 3 - Monthly Payments for Each \$1,000 of Proceeds

Number of	Monthly
Years	Payments
5	17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

Table B, Option 4 - Monthly Payments for Each \$1,000 of Proceeds

	LIFE	ONLY	LIFE WITH PERIOD CERTAIN			
			_	EARS		EARS
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
50	3.25	3.00	3.24	3.00	3.22	2.99
51	3.32	3.06	3.31	3.06	3.29	3.05
52	3.39	3.13	3.38	3.12	3.36	3.11
53	3.47	3.19	3.46	3.19	3.44	3.18
54	3.55	3.26	3.54	3.26	3.51	3.25
55	3.64	3.34	3.63	3.33	3.60	3.32
56	3.73	3.42	3.72	3.41	3.68	3.39
57	3.82	3.50	3.81	3.49	3.77	3.47
58	3.93	3.59	3.91	3.58	3.87	3.56
59	4.03	3.68	4.02	3.67	3.97	3.64
60	4.15	3.78	4.13	3.77	4.08	3.74
61	4.27	3.88	4.25	3.87	4.19	3.84
62	4.40	3.99	4.38	3.98	4.30	3.94
63	4.54	4.11	4.52	4.10	4.43	4.05
64	4.69	4.23	4.66	4.22	4.56	4.16
65	4.85	4.37	4.82	4.35	4.69	4.29
66	5.02	4.51	4.98	4.49	4.83	4.41
67	5.20	4.66	5.15	4.64	4.98	4.55
68	5.40	4.83	5.34	4.80	5.13	4.69
69	5.60	5.00	5.53	4.97	5.29	4.84
70	5.82	5.19	5.73	5.15	5.45	5.00
71	6.06	5.40	5.95	5.35	5.62	5.17
72	6.30	5.62	6.18	5.56	5.79	5.34
73	6.57	5.86	6.42	5.78	5.97	5.53
74	6.85	6.11	6.67	6.02	6.15	5.72
75	7.16	6.39	6.94	6.28	6.33	5.91
76	7.48	6.69	7.22	6.56	6.51	6.11
77	7.83	7.02	7.52	6.85	6.69	6.32
78	8.20	7.37	7.83	7.16	6.87	6.52
79	8.60	7.75	8.16	7.49	7.05	6.73
80	9.02	8.17	8.50	7.85	7.23	6.94
81	9.48	8.61	8.85	8.22	7.40	7.14
82	9.97	9.10	9.22	8.61	7.56	7.34
83	10.49	9.63	9.60	9.02	7.72	7.52
84	11.04	10.20	9.98	9.45	7.87	7.70
85	11.63	10.81	10.38	9.88	8.00	7.86
86	12.26	11.47	10.78	10.33	8.13	8.01
87	12.93	12.18	11.18	10.78	8.25	8.15
88	13.65	12.94	11.59	11.23	8.36	8.27
89	14.41	13.75	11.99	11.68	8.45	8.38
90	15.21	14.59	12.39	12.11	8.54	8.48
91	16.07	15.48	12.78	12.53	8.62	8.57
92	16.97	16.40	13.17	12.94	8.69	8.64
93	17.93	17.36	13.56	13.33	8.75	8.71
94	18.96	18.37	13.93	13.71	8.80	8.77
95	20.07	19.42	14.30	14.07	8.84	8.82

Income Payments for ages not shown furnished upon request. The values above are based on 1.5% and the 2000A Mortality Table.



# Flexible Premium Adjustable Life Insurance.

Adjustable Death Benefit is payable upon the death of the insured prior to the Maturity Date.

Flexible premiums are payable during the Insured's lifetime until the Maturity Date.

Plan, benefits, classification, and period for which premiums are payable as stated in the Policy Schedule.

Cash Surrender Value, if any, payable at maturity.

This Policy is non-participating and no dividends are payable.

Benefits, value, periods of coverage, and premiums are on an indeterminate basis, may increase or decrease, and are not guaranteed as to fixed dollar amount.





#### FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE.

Banner Life Insurance Company. [3275 Bennett Creek Avenue. Frederick, Maryland 21704.800-638-8428]

Insured - [John Doe]

Face Amount - [\$1,000,000]

**Policy Number -** [123456789]

Policy Date - [March 1, 2012]

Owner(s) - [Jane Doe]

Please Read This Notice Carefully - This Policy is a legal contract between the Policy Owner and Banner Life Insurance Company. Within 30 days after this Policy is received, it may be returned to the agent through whom it was purchased or to our Administrative Office. We will then refund any premium paid and the Policy will be deemed void from the beginning.

In this Policy, Banner Life Insurance Company will be referred to as "we", "our" or "us". The Policy Owner will be referred to as "you", "your" or "yours."

If we receive due proof of death that the Insured died while this Policy was in force and before the Maturity Date, we will pay to the Beneficiary the proceeds of this Policy, subject to the provisions of this Policy. This Death Benefit is described in the Insurance Coverage Provisions.

We will pay to you any Cash Surrender Value on the Maturity Date if the Insured is then living and this Policy is in force.

Payment of these benefits and continuation of coverage prior to the Maturity Date are subject to the provisions of this Policy; payment of premiums in addition to scheduled premiums may be required to maintain this coverage as described in the Grace Period provision of this Policy.

This Policy is issued in consideration of the application and of the payment of the first premium as provided herein. A copy of the application is attached and is made a part of the Policy.

Signed for Banner Life Insurance Company at our home office in [Frederick, Maryland], on the policy date.

[Secretary]

Bryan R. Newcombe

[President]

Jamos O. atkins



# Flexible Premium Adjustable Life Insurance.

Adjustable Death Benefit is payable upon the death of the insured prior to the Maturity Date.

Flexible premiums are payable during the Insured's lifetime until the Maturity Date.

Plan, benefits, classification, and period for which premiums are payable as stated in the Policy Schedule.

Cash Surrender Value, if any, payable at maturity.

This Policy is non-participating and no dividends are payable.

Benefits, value, periods of coverage, and premiums are on an indeterminate basis, may increase or decrease, and are not guaranteed as to fixed dollar amount.

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### **Concluded With:**

Riders, benefits, amendments, and endorsements, if any; and copy of applications

PLEASE READ YOUR POLICY CAREFULLY

#### **POLICY SCHEDULE**

**POLICY NUMBER:** [0100000000]

Insured: [JOHN DOE] Planned Annual Premium: [\$1,000.000]

Issue Age/Sex: [35] [MALE] Issue Date: [MAR 1, 2012]

Owner: [JOHN DOE] Policy Date: [MAR 1,2012]

Premiums Payable: TO AGE 121 Maturity Date: [MAR 1, 2098]

#### **SCHEDULE OF BENEFITS**

FORM ANNUAL RATING

<u>NUMBER</u> <u>TYPE OF COVERAGE</u> <u>AMOUNT</u> <u>PREMIUM</u> <u>CLASSIFICATION</u>

[UL13-AR] FLEXIBLE PREMIUM [\$100,000.00] [\$1,000.00] [STANDARD

ADJUSTABLE LIFE NON-TOBACCO

RATED TABLE 4 200%]

[ADB (06-10)] Accelerated Death Benefit FREE

[MMGR (12-09)] MediGuide FREE

#### Note:

Due to the flexible nature of this Flexible Premium Adjustable Life policy, it is possible that coverage will terminate before the Maturity Date. This can occur if no premiums are paid after payment of the initial premium or if subsequent premiums are too infrequent or insufficient to provide continued coverage to the Maturity Date.

# POLICY SCHEDULE

# Policy Schedule (Continued)

Policy Number: [010000000]

INSURANCE COVERAGE INFORMATION:	
Initial Specified Amount:	[\$ 100,000.00]
Current Specified Amount:	[\$ 100,000.00]
Minimum Specified Amount:	[\$ 100,000.00]
EXPENSE CHARGES:	
Monthly Policy Fee:	[\$ 5.00]
Premium Expense Charge:	[7%]
Monthly Administrative Charge:	[\$ 26.50]
RATES:	
Minimum Guaranteed Interest Rate:	2%

UL13S-AR 3A

Policy Number: [010000000]

# Table of Full Surrender Charges

POLICY	SURRENDER
YEAR	CHARGE
[ 1]	[\$ 1870.00]
[ 2]	[\$ 1736.00]
[ 3]	[\$ 1603.00]
[ 4]	[\$ 1469.00]
[ 5]	[\$ 1336.00]
[ 6]	[\$ 1202.00]
[ 7]	[\$ 1069.00]
[ 8]	[\$ 935.00]
[ 9]	[\$ 801.00]
[10]	[\$ 668.00]
[11]	[\$ 534.00]
[12]	[\$ 401.00]
[13]	[\$ 267.00]
[14]	[\$ 134.00]
[15]	[\$ 0.00]
	[AND THEREAFTER]

UL13S-AR 3B

Policy Number: [010000000]

# GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000 RATING CLASSIFICATION: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

POLICY YEAR	ATTAINED AGE	MAXIMUM RATE	POLICY YEAR	ATTAINED AGE	MAXIMUM RATE
[ 1]	[35]	[0.181667]	[44]	[ 78]	[ 9.075000]
[ 2]	[36]	[0.191667]	[45]	[ 79]	[10.145000]
[ 3]	[37]	[0.200000]	[46]	[ 80]	[11.311667]
[ 4]	[38]	[0.215000]	[47]	[ 81]	[12.640000]
[ 5]	[39]	[0.228333]	[48]	[ 82]	[14.023333]
[ 6]	[40]	[0.243333]	[49]	[ 83]	[15.515000]
[ 7]	[41]	[0.263333]	[50]	[ 84]	[17.166667]
[ 8]	[42]	[0.288333]	[51]	[ 85]	[19.011667]
[ 9]	[43]	[0.316667]	[52]	[ 86]	[21.056667]
[10]	[44]	[0.350000]	[53]	[ 87]	[23.290000]
[11]	[45]	[0.388333]	[54]	[ 88]	[25.683333]
[12]	[46]	[0.425000]	[55]	[ 89]	[28.208333]
[13]	[47]	[0.465000]	[56]	[ 90]	[30.843333]
[14]	[48]	[0.488333]	[57]	[ 91]	[33.321667]
[15]	[49]	[0.515000]	[58]	[ 92]	[35.905000]
[16]	[50]	[0.553333]	[59]	[ 93]	[38.630000]
[17]	[51]	[0.598333]	[60]	[ 94]	[41.508333]
[18]	[52]	[0.660000]	[61]	[ 95]	[44.531667]
[19]	[53]	[0.726667]	[62]	[ 96]	[47.298333]
[20]	[54]	[0.811667]	[63]	[ 97]	[50.248333]
[21]	[55]	[0.916667]	[64]	[ 98]	[53.396667]
[22]	[56]	[1.023333]	[65]	[ 99]	[56.756667]
[23]	[57]	[1.138333]	[66]	[100]	[60.350000]
[24]	[58]	[1.236667]	[67]	[101]	[63.201667]
[25]	[59]	[1.350000]	[68]	[102]	[66.240000]
[26]	[60]	[1.486667]	[69]	[103]	[69.473333]
[27]	[61]	[1.653333]	[70]	[104]	[72.913333]
[28]	[62]	[1.856667]	[71]	[105]	[76.521667]
[29]	[63]	[2.085000]	[72]	[106]	[80.358333]
[30]	[64]	[2.325000]	[73]	[107]	[83.333333]
[31]	[65]	[2.578333]	[74]	[108]	[83.333333]
[32]	[66]	[2.835000]	[75]	[109]	[83.333333]
[33]	[67]	[3.095000]	[76]	[110]	[83.333333]
[34]	[68]	[3.375000]	[77]	[111]	[83.333333]
[35]	[69]	[3.665000]	[78]	[112]	[83.333333]
[36]	[70]	[4.016667]	[79]	[113]	[83.333333]
[37]	[71]	[4.410000]	[80]	[114]	[83.333333]
[38]	[72]	[4.926667]	[81]	[115]	[83.333333]
[39]	[73]	[5.471667]	[82]	[116]	[83.333333]
[40]	[74]	[6.045000]	[83]	[117]	[83.333333]
[41]	[75]	[6.671667]	[84]	[118]	[83.333333]
[42]	[76]	[7.355000]	[85]	[119]	[83.333333]
[43]	[77]	[8.148333]	[86]	[120]	[83.333333]
				[121 and later]	[0.0000000]

UL13S-AR 3C

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# DEATH BENEFIT FACTOR TABLE

POLICY YEAR	DEATH BENEFIT FACTOR	POLICY YEAR	DEATH BENEFIT FACTOR
[ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21] [22] [23] [24] [25] [26] [27] [28] [29] [30] [31] [32] [33] [34] [35] [36] [37] [38] [39] [40] [41] [42] [43]	[4.9874] [4.8155] [4.6497] [4.4896] [4.3355] [4.1869] [4.0438] [3.9061] [3.7739] [3.6470] [3.5253] [3.4088] [3.2969] [3.1894] [3.0855] [2.9850] [2.8882] [2.7950] [2.7057] [2.6200] [2.5381] [2.4601] [2.3856] [2.3144] [2.2460] [2.1173] [2.0572] [2.0001] [1.9459] [1.8944] [1.8944] [1.7985] [1.7535] [1.7703] [1.6687] [1.6289] [1.5907] [1.5546] [1.5204] [1.4877] [1.4567] [1.4567]	[46] [47] [48] [49] [50] [51] [52] [53] [54] [55] [56] [57] [58] [59] [60] [61] [62] [63] [64] [65] [66] [67] [68] [69] [70] [71] [72] [73] [74] [75] [76] [77] [78] [79] [80] [81] [82] [83] [84] [85] [86]	[1.3475] [1.3242] [1.3025] [1.2821] [1.2630] [1.2450] [1.2283] [1.2129] [1.1986] [1.1854] [1.1732] [1.1619] [1.1509] [1.1401] [1.1290] [1.1473] [1.1042] [1.0883] [1.0679] [1.0400] [1.0000]
[44] [45]	[1.3989] [1.3724]		

UL13S-AR 3D

Policy Number: [010000000]

Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

### **Coverage Guarantee Factors**

### **Coverage Guarantee Policy Fee**

Subaccount 1: [\$12.50] per month all years
Subaccount 2: [\$12.50] per month all years
Subaccount 3: [\$12.50] per month all years

#### **Coverage Guarantee Premium Expense Charge**

Subaccount 1: [7%]
Subaccount 2: [7%]
Subaccount 3: [15%]

### **Coverage Guarantee Interest Rates (annual)**

Subaccount 1: Years 1-30

[7.55%] applied to Coverage Guarantee Subaccount 1 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 1

[0.00%] applied to Coverage Guarantee Subaccount 1 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 1

Years 31+

[7.55%] applied to Coverage Guarantee Subaccount 1 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 1

[0.00%] applied to Coverage Guarantee Subaccount 1 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 1

Subaccount 2: Years 1-30

[7.55%] applied to Coverage Guarantee Subaccount 2 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 2

[0.00%] applied to Coverage Guarantee Subaccount 2 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 2

Years 31+

[7.55%] applied to Coverage Guarantee Subaccount 2 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 2

[0.00%] applied to Coverage Guarantee Subaccount 2 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 2

Subaccount 3: Years 1-30

[7.55%] applied to Coverage Guarantee Subaccount 3 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 3

[0.00%] applied to Coverage Guarantee Subaccount 3 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 3

Years 31+

[7.55%] applied to Coverage Guarantee Subaccount 3 Value less than or equal to Targeted

Coverage Guarantee Amount allocated to Subaccount 3

[0.00%] applied to Coverage Guarantee Subaccount 3 Value in excess of Targeted

Coverage Guarantee Amount allocated to Subaccount 3

UL13S-AR 3E

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# **Coverage Guarantee Factors**

# **Coverage Guarantee Monthly Administrative Charges**

Per month as follows: Applies to Subaccounts 1, 2, and 3

POLICY YEAR	TABLE A	TABLE B
[ 1]	[\$36.00]	[\$0.00]
[ 2]	[\$36.00]	[\$0.00]
[ 3]	[\$36.00]	[\$0.00]
[ 4]	[\$36.00]	[\$0.00]
[ 5]	[\$36.00]	[\$0.00]
[ 6]	[\$36.00]	[\$0.00]
[ 7]	[\$36.00]	[\$0.00]
[ 8]	[\$36.00]	[\$0.00]
[ 9]	[\$36.00]	[\$0.00]
[10]	[\$36.00]	[\$0.00]
[11]	[\$36.00]	[\$0.00]
[12]	[\$36.00]	[\$0.00]
[13]	[\$36.00]	[\$0.00]
[14]	[\$36.00]	[\$0.00]
[15]	[\$36.00]	[\$0.00]
[16]	[\$36.00]	[\$0.00]
[17]	[\$36.00]	[\$0.00]
[18]	[\$36.00]	[\$0.00]
[19]	[\$36.00]	[\$0.00]
[20]	[\$36.00]	[\$0.00]
[21]	[\$36.00]	[\$0.00]
[22]	[\$36.00]	[\$0.00]
[23]	[\$36.00]	[\$0.00]
[24]	[\$36.00]	[\$0.00]
[25]	[\$36.00]	[\$0.00]
[26]	[\$36.00]	[\$0.00]
[27]	[\$36.00]	[\$0.00]
[28]	[\$36.00]	[\$0.00]
[29]	[\$36.00]	[\$0.00]
[30]	[\$36.00]	[\$0.00]
[31]	[ \$0.00]	[\$0.00]

3F UL13S-AR

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# Targeted Coverage Guarantee Amount Rates per \$1,000 of Specified Amount

POLICY YEAR	AMOUNT	POLICY YEAR	AMOUNT	
[ 1]	[ 6.31]	[46]	[212.34]	_
[ 2]	[ 8.31]	[47]	[227.54]	
[ 3]	[ 10.71]	[48]	[243.03]	
[ 4]	[ 13.13]	[49]	[258.79]	
[ 5]	[ 15.59]	[50]	[274.73]	
[ 6]	[ 18.08]	[51]	[290.72]	
[ 7]	[ 20.63]	[52]	[306.62]	
[ 8]	[ 23.39]	[53]	[322.31]	
[ 9]	[ 26.40]	[54]	[337.68]	
[10]	[ 29.66]	[55]	[352.66]	
[11]	[ 33.21]	[56]	[367.19]	
[12]	[ 37.00]	[57]	[381.51]	
[13]	[ 40.56]	[58]	[395.59]	
[14]	[ 43.85] [ 46.85]	[59]	[409.37]	
[15] [16]	[ 49.53]	[60] [61]	[422.76] [435.68]	
[17]	[ 51.86]	[62]	[448.44]	
[18]	[ 53.80]	[63]	[460.95]	
[19]	[ 55.30]	[64]	[473.10]	
[20]	[ 56.30]	[65]	[484.75]	
[21]	[ 56.74]	[66]	[495.71]	
[22]	[ 56.57]	[67]	[506.64]	
[23]	[ 56.23]	[68]	[517.50]	
[24]	[ 55.67]	[69]	[528.21]	
[25]	[ 54.88]	[70]	[538.68]	
[26]	[ 53.81]	[71]	[548.85]	
[27]	[ 52.30]	[72]	[558.58]	
[28]	[ 50.35]	[73]	[567.70]	
[29]	[ 47.86]	[74]	[575.94]	
[30]	[ 44.72]	[75]	[583.00]	
[31]	[ 42.11]	[76]	[589.59]	
[32]	[ 49.60]	[77]	[594.80]	
[33]	[ 57.59]	[78]	[597.61]	
[34]	[ 66.12]	[79]	[597.02]	
[35]	[ 75.24]	[80]	[591.58]	
[36]	[ 84.95]	[81]	[579.14]	
[37]	[ 95.25]	[82]	[556.48]	
[38]	[106.05]	[83]	[518.66]	
[39]	[117.38]	[84]	[458.10]	
[40]	[129.29]	[85]	[362.91]	
[41]	[141.80]	[86]	[214.21]	
[42]	[154.93]			
[43]	[168.63]			
[44]	[182.81]			
[45]	[197.39]			

UL13S-AR 3G

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

Table A **Coverage Guarantee Monthly Cost of Insurance Rates Per \$1,000** 

ATTAINED AGE	RATE	ATTAINED AGE	RATE
[35]	[0.09667]	[ 78]	[ 2.54432]
[36]	[0.02991]	[ 79]	[ 2.84431]
[37]	[0.03598]	[ 80]	[ 3.17140]
[38]	[0.04205]	[ 81]	[ 3.54382]
[39]	[0.04719]	[ 82]	[ 3.93166]
[40]	[0.05327]	[ 83]	[ 4.34987]
[41]	[0.05888]	[ 84]	[ 4.81294]
[42]	[0.06448]	[ 85]	[ 5.33021]
[43]	[0.07103]	[ 86]	[ 5.90356]
[44]	[0.07897]	[ 87]	[ 6.52971]
[45]	[0.08925]	[ 88]	[ 7.20072]
[46]	[0.10140]	[ 89]	[ 7.90864]
[47]	[0.11495]	[ 90]	[ 8.64740]
[48]	[0.12850]	[ 91]	[ 9.34224]
[49]	[0.14112]	[ 92]	[10.06652]
[50]	[0.15327]	[ 93]	[10.83051]
[51]	[0.16682]	[ 94]	[11.63750]
[52]	[0.18224]	[ 95]	[12.48514]
[53]	[0.20046]	[ 96]	[13.26081]
[54]	[0.22055]	[ 97]	[14.08789]
[55]	[0.24439]	[ 98]	[14.97058]
[56]	[0.27102]	[ 99]	[15.91260]
[57]	[0.30046]	[100]	[16.92005]
[58]	[0.33083]	[101]	[17.71956]
[59]	[0.36261]	[102]	[18.57140]
[60]	[0.41681]	[103]	[19.47792]
[61]	[0.46354]	[104]	[20.44237]
[62]	[0.52055]	[105]	[21.45402]
[63]	[0.58456]	[106]	[22.52969]
[64]	[0.65185]	[107]	[23.67312]
[65]	[0.72288]	[108]	[24.88850]
[66]	[0.79484]	[109]	[26.17958]
[67]	[0.86773]	[110]	[27.55010]
[68]	[0.94623]	[111]	[29.00567]
[69]	[1.02754]	[112]	[30.55048]
[70]	[1.12613]	[113]	[32.19108]
[71]	[1.23641]	[114]	[33.93122]
[72] [73]	[1.38127] [1.53407]	[115] [116]	[35.77789] [37.73671]
[73] [74]	[1.69481]	[116]	[39.81422]
[74] [75]	[1.87050]	[117]	[42.01836]
[76]	[2.06209]	[119]	[44.35473]
[76] [77]	[2.00209]	[120]	[46.72756]
[,,]	[2.20701]	[120] [121 and later]	[0.000000]
		[121 and later]	[0.00000]

UL13S-AR 3Н

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

Table B **Coverage Guarantee Monthly Cost of Insurance Rates Per \$1,000** 

ATTAINED		ATTAINED	
AGE	RATE	AGE	RATE
[35]	[0.09667]	[ 78]	[ 9.91000]
[36]	[0.12000]	[ 79]	[11.02500]
[37]	[0.14333]	[ 80]	[12.23500]
[38]	[0.16833]	[ 81]	[13.60500]
[39]	[0.19167]	[ 82]	[15.02000]
[40]	[0.21500]	[ 83]	[16.53167]
[41]	[0.23833]	[ 84]	[18.20000]
[42]	[0.26167]	[ 85]	[20.05167]
[43]	[0.28833]	[ 86]	[22.09833]
[44]	[0.32000]	[ 87]	[24.31333]
[45]	[0.36333]	[ 88]	[26.67000]
[46]	[0.41167]	[ 89]	[29.13667]
[47]	[0.46833]	[ 90]	[31.68833]
[48]	[0.52333]	[ 91]	[34.05000]
[49]	[0.57833]	[ 92]	[36.49167]
[50]	[0.62667]	[ 93]	[39.04667]
[50] [51]	[0.68167]	[ 94]	[41.73167]
[51] [52]	[0.74000]	[ 95]	[44.53167]
[52] [53]	[0.81667]	[ 96]	[47.29833]
[54]	[0.89833]	[ 97]	[50.24833]
[54] [55]	[0.99000]	[ 98]	[53.39667]
[56]	[1.09500]	[ 99]	[56.75667]
[57]	[1.20667]	[100]	[60.35000]
[58]	[1.32000]	[101]	[63.20167]
[59]	[1.44667]	[102]	[66.24000]
[60]	[1.64167]	[103]	[69.47333]
[61]	[1.82500]	[104]	[72.91333]
[62]	[2.05167]	[105]	[76.52167]
[63]	[2.30500]	[106]	[80.35833]
[64]	[2.57167]	[107]	[83.33333]
[65]	[2.85167]	[108]	[83.33333]
[66]	[3.13667]	[109]	[83.33333]
[67]	[3.42500]	[110]	[83.33333]
[68]	[3.73667]	[111]	[83.33333]
[69]	[4.05500]	[112]	[83.33333]
[70]	[4.44500]	[113]	[83.33333]
[71]	[4.88000]	[114]	[83.33333]
[72]	[5.45500]	[115]	[83.33333]
[73]	[6.05833]	[116]	[83.33333]
[74]	[6.69500]	[117]	[83.33333]
[75]	[7.38833]	[118]	[83.33333]
[76]	[8.10667]	[119]	[83.33333]
[77]	[8.94000]	[120]	[83.33333]
[,,]	[0.0 1000]	[120] [121 and later]	[ 0.00000]
		[121 and later]	[ 0.00000]

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# **Guarantee Cash Value Factor Per \$1,000 of Specified Amount**

END OF YEAR ATTAINED AGE	GUARANTEED CASH VALUE FACTOR	END OF YEAR ATTAINED AGE	GUARANTEED CASH VALUE FACTOR
[74]	[144.8544]	[117]	[ 793.9720]
[75]	[157.0064]	[118]	[ 834.5629]
[76]	[169.4906]	[119]	[ 898.9969]
[77]	[182.4953]	[120]	[1000.0000]
		[121 and later]	[1000.0000]

Above factors are end of the Policy Year factors.

UL13S-AR 3J

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# Coverage Guarantee Surrender Limit per \$1,000 of Specified Amount

END OF YEAR ATTAINED AGE	COVERAGE GUARANTEE SURRENDER LIMIT	END OF YEAR ATTAINED AGE	COVERAGE GUARANTEE SURRENDER LIMIT
[35]	[ 1.960459]	[ 78]	[176.395529]
[36]	[ 4.359437]	[ 79]	[190.606590]
[37]	[ 6.783814]	[ 80]	[205.209917]
[38]	[ 9.236321]	[ 81]	[220.172133]
[39]	[ 11.725810]	[ 82]	[235.393394]
[40]	[ 14.250446]	[ 83]	[250.903360]
[41]	[ 16.993672]	[ 84]	[266.671619]
[42]	[ 19.977749]	[ 85]	[282.608534]
[43]	[ 23.221298]	[ 86]	[298.586187]
[44]	[ 26.742076]	[ 87]	[314.467516]
[45]	[ 30.554021]	[ 88]	[330.125923]
[46]	[ 34.131761]	[ 89]	[345.461784]
[47]	[ 37.443902]	[ 90]	[360.401139]
[48]	[ 40.464122]	[ 91]	[374.909334]
[49]	[ 43.169156]	[ 92]	[389.204422]
[50]	[ 45.530500]	[ 93]	[403.257900]
[51]	[ 47.505285]	[ 94]	[417.003009]
[52] [53]	[ 49.043636] [ 50.084950]	[ 95] [ 96]	[430.355645] [443.259790]
[54]	[ 50.567875]	[ 90]	[455.995891]
[54] [55]	[ 50.413669]	[ 98]	[468.475026]
[56]	[ 50.084721]	[ 99]	[480.583247]
[57]	[ 49.546408]	[100]	[492.175050]
[58]	[ 48.771558]	[101]	[503.125382]
[59]	[ 47.727447]	[102]	[514.050370]
[60]	[ 46.251584]	[103]	[524.891858]
[61]	[ 44.343408]	[104]	[535.579643]
[62]	[ 41.895477]	[105]	[546.027819]
[63]	[ 38.807816]	[106]	[556.162199]
[64]	[ 34.991738]	[107]	[565.844699]
[65]	[ 42.037094]	[108]	[574.891001]
[66]	[ 49.381946]	[109]	[582.786972]
[67]	[ 56.910067]	[110]	[588.168361]
[68]	[ 64.941199]	[111]	[591.214329]
[69]	[ 73.514109]	[112]	[590.964241]
[70]	[ 82.682675]	[113]	[586.011457]
[71]	[ 92.433620]	[114]	[574.279275]
[72]	[102.775781]	[115]	[552.648846]
[73]	[113.614220]	[116]	[516.379132]
[74]	[124.988362]	[117]	[458.159053]
[75]	[136.943079]	[118]	[366.546391]
[76]	[149.496810]	[119]	[223.376835]
[77]	[162.665087]	[120]	[ 0.000001]
		[121 and later]	[ 0.000001]

Above factors are end of the Policy Year factors.

UL13S-AR 3K

Policy Number: [010000000]
Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# Coverage Guarantee Risk Adjustment Minimum Rate per \$1,000 of Specified Amount

POLICY YEAR	AMOUNT	POLICY YEAR	AMOUNT	
[ 1] [ 2] [ 3] [ 4] [ 5] [ 6] [ 7] [ 8] [ 9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21] [22] [23] [24] [25] [26] [27] [28] [29] [30] [31] [32] [33] [34] [35]	[ 2.623980] [ 5.070193] [ 7.627072] [ 10.298536] [ 13.098145] [ 16.036530] [ 19.124711] [ 22.374596] [ 25.789398] [ 29.367046] [ 33.085970] [ 36.940625] [ 40.917614] [ 45.030293] [ 49.291060] [ 53.731602] [ 58.350431] [ 63.152028] [ 68.100941] [ 73.192576] [ 78.667357] [ 86.774384] [ 95.209741] [ 103.985631] [ 113.130666] [ 122.642775] [ 132.365000] [ 142.359500] [ 152.539960] [ 152.539960] [ 162.863439] [ 173.322684] [ 183.911532] [ 194.647098] [ 205.553246] [ 216.605157] [ 227.821187]	[46] [47] [48] [49] [50] [51] [52] [53] [54] [55] [56] [57] [58] [59] [60] [61] [62] [63] [64] [65] [66] [67] [68] [69] [70] [71] [72] [73] [74] [75] [76] [77] [78] [79] [80]	[313.124667] [312.367778] [308.318159] [300.310494] [287.390364] [268.307007] [241.459078] [204.866096] [156.042688] [ 91.837195] [ 8.189442] [ 0.000000]	
[37] [38] [39] [40] [41] [42] [43] [44] [45]	[239.059480] [250.239374] [261.045760] [271.416075] [281.270318] [290.466036] [298.920982] [306.334729] [311.062952]	[82] [83] [84] [85] [86]	[ 0.000000] [ 0.000000] [ 0.000000] [ 0.000000]	

UL13S-AR 3L

Policy Number: [010000000]

Rating Classification: [MALE STANDARD NON-TOBACCO RATED TABLE 4 200%]

# **Coverage Guarantee Monthly Risk Adjustment Rate**

ATTAINED AGE	RATE	ATTAINED AGE	RATE
	TOTIL	7.02	10012
[35]	[0.000000]	[ 78]	[ 7.432500]
[36]	[0.00000.0]	[ 79]	[ 8.268750]
[37]	[0.000000]	[ 80]	[ 9.176250]
[38]	[0.000000]	[ 81]	[10.203750]
[39]	[0.000000]	[ 82]	[11.265000]
[40]	[0.161250]	[ 83]	[12.398750]
[41]	[0.178751]	[ 84]	[13.650000]
[42]	[0.196250]	[ 85]	[15.038750]
[43]	[0.216251]	[ 86]	[16.573751]
[44]	[0.240000]	[ 87]	[18.235001]
[45]	[0.272501]	[ 88]	[20.002500]
[46]	[0.308750]	[ 89]	[21.852500]
[47]	[0.351251]	[ 90]	[23.766251]
[48]	[0.392501]	[ 91]	[23.766251]
[49]	[0.433751]	[ 92]	[23.766251]
[50]	[0.470000]	[ 93]	[23.766251]
[51]	[0.511250]	[ 94]	[23.766251]
[52]	[0.555000]	[ 95]	[23.766251]
[53]	[0.612500]	[ 96]	[23.766251]
[54]	[0.673751]	[ 97]	[23.766251]
[55]	[0.742500]	[ 98]	[23.766251]
[56]	[0.821250]	[ 99]	[23.766251]
[57]	[0.905000]	[100]	[ 0.000000]
[58]	[0.990000]	[101]	[ 0.000000]
[59]	[1.085000]	[102]	[ 0.000000]
[60]	[1.231250]	[103]	[ 0.000000]
[61]	[1.368750]	[104]	[ 0.000000]
[62]	[1.538750]	[105]	[ 0.000000]
[63]	[1.728750]	[106]	[ 0.000000]
[64]	[1.928750]	[107]	[ 0.000000]
[65]	[2.138750]	[108]	[ 0.000000]
[66]	[2.352500]	[109]	[ 0.000000]
[67]	[2.568750]	[110]	[ 0.000000]
[68]	[2.802500]	[111]	[ 0.000000]
[69]	[3.041250]	[112]	[ 0.000000]
[70]	[3.333750]	[113]	[ 0.000000]
[71]	[3.660000]	[114]	[ 0.000000]
[72]	[4.091250]	[115]	[ 0.000000]
[73]	[4.543751]	[116]	[ 0.000000]
[74]	[5.021250]	[117]	[ 0.000000]
[75]	[5.541251]	[117]	[ 0.000000]
[76]	[6.080000]	[119]	[ 0.000000]
[77]	[6.705000]	[120]	[ 0.000000]
[,,]	[0.7 00000]	[120] [121 and later]	[ 0.000000]
		[121 and later]	[ 0.000000]

UL13S-AR 3M

#### **DEFINITIONS**

#### **Attained Age**

Attained age means the Insured's age on the birthday nearest to the last Policy Anniversary.

### **Extended Maturity Date**

The Policy Owner can elect to extend the Maturity Date beyond age 121. This new Maturity Date is defined to be the Extended Maturity Date. The Death Benefit will be continued as the amount in effect at age 121 and there will be no further Monthly Deductions from the Account Value.

The Policy may not qualify as life insurance under federal tax law after the Insured reaches age 121 and may be subject to adverse tax consequences. A tax advisor should be consulted before the Owner chooses to continue the Policy after age 121.

New Policy Loans and loan repayments shall be permitted. Interest will continue to accrue on and be added to any outstanding loan balance.

#### **Home Office and Administrative Office**

Our Home Office and Administrative Office is located at [3275 Bennett Creek Avenue, Frederick, MD 21704].

#### Insured

The person whose life is insured, as named in the Policy Schedule page.

#### **Issue Date**

The Issue Date is the date we complete the processing of an approved application, and issue this life insurance Policy. The Issue Date is shown on the Policy Schedule.

#### **Maturity Date**

The Maturity Date is shown in the Policy Schedule.

On the Maturity Date, this Policy will be terminated and you will receive any remaining Cash Surrender Value. It is possible that the Policy will terminate prior to the Maturity Date if:

- 1. the total premiums paid are not sufficient to continue coverage to the Maturity Date as described in the Grace Period provision;
- 2. a Policy Loan is made; or
- 3. changes are made in the Specified Amount or plan as originally issued.

#### **Policy 7702 Limiting Amount**

The Policy 7702 Limiting Amount is equal to the greater of the Account Value and the Guaranteed Cash Value (excluding the reduction for any Policy Loan Indebtedness).

### Policy Date, Month, Year, and Anniversary

The Policy Date is stated in the Policy Schedule. Each Policy Month begins on the same day of each month as the Policy Date. The first day of each Policy Month is a Monthly Anniversary. Each Policy Year begins on the same day and month as the Policy Date. A Policy Anniversary occurs on the first day of each Policy Year after the first Policy Year.

### **Policy Loan Indebtedness**

The Policy Loan Indebtedness will be any outstanding Policy Loans plus unpaid loan interest.

#### Riders and Benefits

Riders and benefits are attachments to the Policy which provide additional coverage and benefits.

#### Written Notice/Recording Thereof

Written Notice means a notification or request received from the Owner in a form approved by us. Written Notices are recorded at our Administrative Office. We will not be responsible for the validity of any Written Notice.

#### **OWNERSHIP**

#### Owner

The Owner of this Policy is shown in the Policy Schedule, unless changed at a later date. During the Insured's lifetime, only the Owner may exercise all the rights as to changes in the Policy. Changes shall take effect on the date Written Notice was signed and received at our Administrative Office. If the Insured is not the Owner and the Insured survives the Owner, then the Owner's estate will become the Owner unless a contingent Owner has been named.

#### **Control of Policy**

During the Insured's lifetime and subject to the terms of any beneficiary designation or assignment, the Owner may:

- 1. assign or surrender this Policy;
- 2. obtain a Policy Loan;
- 3. make a change in this Policy with our consent;
- 4. transfer the ownership of this Policy; and
- 5. exercise other rights and receive other benefits as defined in this Policy.

#### **Assignment of Policy**

This Policy may be assigned. We will not be responsible for the validity of an assignment. We will not be liable for any payments made or actions taken before Written Notice of any assignment is received by us. Changes shall take effect on the date Written Notice was signed and received at our Administrative Office. Payments to any assignee will only be made in a lump sum.

#### **PREMIUMS**

#### **Payment of Premiums**

The first premium must be paid before any insurance becomes effective. The due date of the first premium is the Policy Date. Premiums are payable in advance to us. Premiums after the first premium are payable at our Administrative Office or at any designated premium receipt facility. A premium receipt will be furnished upon request.

In no event may premiums be paid beyond the Maturity Date.

#### **Planned Premiums**

The amount of any planned premium may be increased or decreased. Notices for planned premiums will be sent to the Owner or payor as designated by the Owner. The Owner may change the frequency of premium notices to any frequency we offer as of the next scheduled premium due date.

#### **Unscheduled Premiums**

Additional premium payments may be made at any time prior to the Maturity Date. We reserve the right to limit or refund premiums that would otherwise result in an increase in the Death Benefit.

There are no minimum dollar amounts of premium that must be paid.

### **Net Premium**

A Net Premium is a percentage of the premium paid. This percentage is equal to 100% minus the Premium Expense Charge shown in the Policy Schedule.

#### **Grace Period**

This Policy provides for a Grace Period of 61 days to pay sufficient premiums to prevent policy Termination. Except as provided in the Coverage Guarantee Provision, this Policy will enter the Grace Period if the Base Surrender Value is less than the Monthly Deduction plus Cost of Insurance Charge. We will send notification of Grace Period and the minimum premium due to the Owner's last known address and to any assignee of record at least 30 days prior to the

date the Policy is to terminate. If sufficient premium is not paid, all coverage under this Policy will terminate without value at the end of the Grace Period. Any payment sent by U.S. mail shall be postmarked within the Grace Period. If a death claim occurs during the Grace Period, overdue Monthly Deductions and Cost of Insurance Charges will be deducted from the proceeds.

#### **GUARANTEED VALUES**

#### **Account Value**

On each Monthly Anniversary, the Account Value will equal (1) plus (2) plus (3) minus (4) minus (5), where:

- (1) is the Account Value on the preceding Monthly Anniversary;
- (2) is one month's interest on item (1);
- (3) is any Net Premium received since the preceding Monthly Anniversary, plus interest from the day such premium is received at our Administrative Office until the end of the Policy Month in which such premium was received; and
- (4) is the Monthly Deduction described below for the Policy Month following the Monthly Anniversary; and
- (5) is the Cost of Insurance Charge described below.

On any day other than a Monthly Anniversary, the Account Value will be calculated on a basis consistent with that prescribed above.

The Account Value on the Policy Date will be the first Net Premium paid less the Monthly Deduction for the month following the Policy Date and less the Cost of Insurance Charge for the month following the Policy Date.

#### **Monthly Deduction**

The Monthly Deduction for a Policy Month will equal (1) plus (2) plus (3) where:

- (1) is the cost for the Policy Month of additional coverage provided by riders and benefits;
- (2) is the Monthly Policy Fee shown in the Policy Schedule; and
- (3) is the Monthly Administrative Charge described below.

#### **Interest Rate**

The Guaranteed Interest Rate used in the calculation of the Account Value is listed on the Policy Schedule page. Interest in excess of the guaranteed rate may be used in the calculation of the Account Value at such increased rate and in such manner as determined by us. The interest rate applied to Account Value equal to outstanding Policy Loans may be different from the rate applied to the remaining Account Value. However, such rate will never be less than the Guaranteed Interest Rate.

#### **Monthly Administrative Charge**

The Monthly Administrative Charge is shown in the Policy Schedule. Upon any Decrease in Specified Amount, the Monthly Administrative Charge will be reduced proportionately.

### **Cost of Insurance Charge**

The Cost of Insurance Charge is determined on a monthly basis. The cost is (1) multiplied by the result of (2) minus (3) where:

- (1) is the monthly Cost of Insurance rate described below;
- (2) is the Death Benefit on the Monthly Anniversary, divided by the sum of 1 plus the monthly equivalent of the Guaranteed Interest Rate; and
- (3) is the Account Value on the Monthly Anniversary, excluding the reduction attributed to the Cost of Insurance.

#### **Cost of Insurance Rate**

The monthly Cost of Insurance rates are based on the insured's attained age, sex, and rating classification. The rating classification is shown in the Policy Schedule.

The Cost of Insurance rates are based on our expectations as to future experience. However, the Cost of Insurance rates for the Insured's rating classification will not be greater than the Guaranteed Maximum Rates shown in the Policy Schedule. The Guaranteed Maximum Rates are based on the 2001 Commissioners' Standard Ordinary Mortality Table (male/female, smoker distinct) age nearest birthday.

We may use lower, non-guaranteed monthly Cost of Insurance rates than those shown in the Policy Schedule at our sole option and discretion. Any change in the Cost of Insurance rates will apply to all persons of the same class. Such changes are determined and re-determined prospectively, at our sole action and discretion. We will not recoup any prior losses nor distribute past gains by means of such changes in Cost of Insurance rates.

#### **Basis of Computations**

Minimum Cash Surrender Values are based on 2% interest per year, compounded yearly, and the 2001 Commissioners' Standard Ordinary Mortality Table (male/female, smoker distinct), age nearest birthday. A detailed statement of the basis of guaranteed maximum Cost of Insurance rates, minimum guaranteed interest rate and expenses charges and the method of computation of Cash Surrender Values under this Policy has been filed with the state in which this Policy is delivered. Cash Surrender Values under this Policy are never less than the minimum values and benefits required by or pursuant to the NAIC Universal Life Insurance Regulation, model #585.

#### NONFORFEITURE PROVISIONS

#### **Continuation of Insurance**

Subject to the provisions of this Policy, this Policy will remain in effect until premiums paid plus credited interest is insufficient to continue coverage. The Policy will then terminate as described in the Termination provision.

#### Surrender

The Owner may surrender this Policy and receive the Cash Surrender Value during the Insured's lifetime. Surrender terminates this insurance. We may postpone payment for as long as six months from the effective date of surrender.

We reserve the right to require the return of the Policy.

#### **Cash Surrender Value**

The Cash Surrender Value will be greater of (1) or (2) where:

- (1) is the Base Surrender Value which is equal to (a) minus (b) minus (c) where:
  - (a) is the Account Value on the date of surrender:
  - (b) is any Policy Loan Indebtedness; and
  - (c) is the Surrender Charge described below.
- (2) is the Guaranteed Cash Value, on the date of surrender, which is equal to (a) minus (b) where:
  - (a) is (i) times (ii) times (iii) where:
    - (i) is the Guaranteed Cash Value factor as shown in the Policy Schedule pages
    - (ii) is the Specified Amount times .001; and
    - (iii) is minimum of 1 and the Coverage Guarantee Amount divided by the quantity (Specified Amount times Coverage Guarantee Surrender Limit divided by 1000). The Coverage Guarantee Surrender Limit factors are shown in the Policy Schedule pages.
  - (b) is any Policy Loan Indebtedness.

If surrender is requested within 30 days after a Policy Anniversary, the Cash Surrender Value will not be less than the Cash Surrender Value on such anniversary, less any Policy Loans made on or after such anniversary. The surrender will be paid in cash or under an annuity Payment Option.

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#### **Surrender Charge**

The Surrender Charge applicable for the initial Specified Amount is shown in the Policy Schedule.

#### **POLICY LOANS**

While this Policy is in force, the Owner may obtain all or part of the available Loan Value by Written Notice. This Policy, assigned to us, is the only security needed. We may postpone making a loan for as long as six months from the date the notice is received at our Administrative Office. However, a Policy Loan used to pay a premium on any policy issued by us will not be postponed.

#### Loan Value

The Loan Value will be the greater of (1) or (2) where:

- (1) is the Base Surrender Value; or
- (2) the Guaranteed Cash Value.

These values are described in the Nonforfeiture Provisions and reflect any outstanding Policy Loan Indebtedness.

#### **Available Loan Value**

The Available Loan Value will be the Loan Value less any loan interest on existing Policy Loans in advance of the next Policy Anniversary.

### **Interest on Policy Loans**

Interest on Policy Loans will be payable in advance from the date of the loan to the next Policy Anniversary at the annual interest rate of 7.4%. Interest is payable in advance at the beginning of each Policy Year. If interest is not paid when due, it will be added to the Policy Loan and bear interest at the same rate.

#### **Policy Loan Indebtedness**

The Policy Loan Indebtedness will be any outstanding Policy Loans plus unpaid loan interest.

#### **Repayment of Policy Loans**

A Policy Loan may be repaid in full, or in part at a minimum of \$50.00, at any time while this Policy is in force. Failure to pay back the Policy Loan will not terminate this Policy unless the Policy Loan Indebtedness equals or exceeds the Loan Value described above, minus the Monthly Deduction and Cost of Insurance Charge for the following month. If this happens, the Policy will terminate. The Policy will not lapse until at least 30 days after notice has been mailed to the last known address of the Insured or Policy Owner and any assignee of record.

#### **COVERAGE GUARANTEE PROVISION**

The Coverage Guarantee Provision prevents your Policy from lapsing even if your Base Surrender Value is not sufficient to cover your Monthly Deductions plus Cost of Insurance Charges. If the Coverage Guarantee Amount less Policy Loan Indebtedness is greater than or equal to zero, the Policy will not enter the Grace Period.

However, if there is a Policy Loan on the Policy, the Policy will lapse if the Cash Surrender Value is less than or equal to zero.

The Coverage Guarantee Amount is calculated in a similar manner as the Policy Account Value, but using different charges and interest rates. These factors are guaranteed not to change.

The Coverage Guarantee Amount and the Subaccount Values are not related to the actual policy values and or values described in the Nonforfeiture Provisions. The values of the Coverage Guarantee Amount and the Subaccount Values are used for the sole purpose of determining whether the Policy has lapse protection; their values have no accessible cash value to anyone for any purpose whatsoever.

#### **Coverage Guarantee Amount**

The Coverage Guarantee Amount is the sum of the value of each of the following three sub-accounts.

- Subaccount 1; and
- Subaccount 2; and
- Subaccount 3.

Only Subaccount 3 can have a negative value.

#### **Coverage Guarantee Account Charges and Fees**

These are the Coverage Guarantee Policy Fees, Coverage Guarantee Premium Expense Charges, Coverage Guarantee Monthly Administrative Charge tables, and Coverage Guarantee Monthly Risk Adjustment Charges which are shown in the Policy Schedule. Upon any decrease in Specified Amount, the Coverage Guarantee Monthly Administrative Charge will be reduced proportionally.

The Coverage Guarantee Monthly Administrative Charge is determined as:

- (1) If the value of Subaccount 3 on the prior Monthly Anniversary is equal to 0, Table A charges are used.
- (2) If the value of Subaccount 3 on the prior Monthly Anniversary is not equal to 0, Table B charges are used.

The Policy Schedule contains Table A and Table B Coverage Guarantee Monthly Administrative Charge Rate tables.

The Coverage Guarantee Monthly Risk Adjustment Charge will be determined as:

The Coverage Guarantee Risk Adjustment Minimum Amount is equal to the Coverage Guarantee Risk Adjustment Minimum Rate Per 1000 multiplied by the Specified Amount divided by 1000. The Coverage Guarantee Monthly Risk Adjustment Charge is equal to the Coverage Guarantee Monthly Risk Adjustment Rate multiplied by the Specified Amount divided by 1000.

- (1) If the Coverage Guarantee Amount is less than the Coverage Guarantee Risk Adjustment Minimum Amount, the Coverage Guarantee Monthly Risk Adjustment Charge will be assessed.
- (2) If the Coverage Guarantee Amount is greater or equal to the Coverage Guarantee Risk Minimum Adjustment Amount, the Coverage Guarantee Monthly Risk Adjustment Charge will not be assessed.

The Policy Schedule contains the Coverage Guarantee Risk Adjustment Minimum Rate Per 1000 of Specified Amount, and the Coverage Guarantee Monthly Risk Adjustment Rate per 1000 of Specified Amount.

#### **Coverage Guarantee Net Premium**

These are equal to premium payments less the Coverage Guarantee Premium Expense Charge.

### **Allocation of Coverage Guarantee Net Premiums**

- 1. During the first Policy Year, the Coverage Guarantee Net Premiums are allocated to Subaccount 1.
- 2. After the first Policy Year:
  - a. If the Coverage Guarantee Amount at the end of the previous Policy Month is greater than 0, then the Coverage Guarantee Net Premiums will be allocated to Subaccount 2.
  - b. If the Coverage Guarantee Amount at the end of the previous Policy Month is less than or equal to 0, then the Coverage Guarantee Net Premiums will be allocated to Subaccount 3.

### **Coverage Guarantee Cost of Insurance Charge**

The Coverage Guarantee Cost of Insurance Charge is equal to (1) multiplied by the result of (2) minus (3) where:

- is the Coverage Guarantee Monthly Cost of Insurance Rate described below;
- (2) is the Specified Amount on the Monthly Anniversary divided by the sum of 1 plus the monthly equivalent guaranteed interest rate; and
- (3) is the Coverage Guarantee Amount on the Monthly Anniversary excluding the reduction attributed to the Coverage Guarantee Monthly Cost of Insurance Charge. The Coverage Guarantee Monthly Cost of Insurance Rate is determined as:
  - (1) If the value of Subaccount 3 on the prior Monthly Anniversary is equal to 0, Table A rates are used.
  - (2) If the value of Subaccount 3 on the prior Monthly Anniversary is not equal to 0, Table B rates are used.

The Policy Schedule contains Table A and Table B Coverage Guarantee Monthly Cost of Insurance Rate tables.

#### **Coverage Guarantee Monthly Deduction**

The Coverage Guarantee Monthly Deduction is the sum of (1) plus (2) plus (3) plus (4) where:

- (1) is the cost for the Policy Month of additional coverage provided by riders and benefits;
- (2) is the Coverage Guarantee Policy Fee;
- (3) is the Coverage Guarantee Monthly Administrative Charge;
- (4) is the Coverage Guarantee Monthly Risk Adjustment Charge if applicable.

#### **Coverage Guarantee Subaccount Values**

For each Subaccount, on each Monthly Anniversary, the Coverage Guarantee Subaccount Value is equal to (1) plus (2) plus (3) minus (4) minus (5) where:

- (1) is the Subaccount Value on the preceding Monthly Anniversary;
- (2) is one month's Coverage Guarantee Interest on item (1), subject to adjustments for loan balances;
- (3) is any Coverage Guarantee Net Premiums allocated to the Subaccount;
- (4) is the Coverage Guarantee Monthly Deduction which is deducted as follows:
  - a) deduct first from Subaccount 3 if positive, until its value is 0.
  - b) subsequently, any remaining Coverage Guarantee Monthly Deduction is deducted from Subaccount 2 until it reaches 0.
  - c) any remaining Coverage Guarantee Monthly Deduction is deducted from Subaccount 1 until it reaches 0.
  - d) If any Coverage Guarantee Monthly Deduction remains, it is deducted from whatever remained of Subaccount 3 after step a; and
- (5) is the Coverage Guarantee Cost of Insurance Charge, which is deducted as follows:
  - a) deduct first from Subaccount 3 if positive, until its value is 0.
  - b) subsequently, any remaining Coverage Guarantee Cost of Insurance is deducted from Subaccount 2 until it reaches 0.
  - c) any remaining Coverage Guarantee Cost of Insurance is deducted from Subaccount 1 until it reaches 0.
  - d) If any Coverage Guarantee Cost of Insurance remains, it is deducted from whatever remained of Subaccount 3 after step a.

On the Policy Date, Subaccount Values are calculated as the initial Net Premium allocated to the Subaccounts, less the initial Monthly Deduction as described in (4) above and less the Coverage Guarantee Cost of Insurance charge as described in (5) above.

#### Interest on Subaccount Values

The interest rates from Policy Schedule pages are used for calculating interest on the Coverage Guarantee Subaccount Value. Interest is determined based on the Coverage Guarantee Subaccount Value on the Policy Anniversary, net of any Policy Loan Indebtedness allocated to the Coverage Guarantee Subaccount. When Subaccount 3 is negative, the interest calculated is negative.

Coverage Guarantee Interest rates shown in the Policy Schedule vary depending upon Policy Year as well as the Coverage Guarantee Amount.

For purposes of determining Coverage Guarantee Interest, Policy Loan Indebtedness will be allocated to the Coverage Guarantee Subaccounts as follows:

- a) deduct the Policy Loan Indebtedness first from the Subaccount 3 if positive, until its value is 0;
- b) any remaining Policy Loan Indebtedness, after deduction of the amount in a), is deducted from Subaccount 2, until it reaches 0;
- c) any remaining Policy Loan Indebtedness, after deduction of the combined amount in a) and b), is deducted from Subaccount 1 until it reaches 0;
- d) any Policy Loan Indebtedness remaining after deduction of the combined amount in a) and b) and c), is deducted from the remaining subaccount 3 which will then be negative.

The Targeted Coverage Guarantee Amount is calculated as Targeted Coverage Guarantee Amount Rates Per 1000 shown in the Policy Schedule multiplied by the Specified Amount divided by 1000.

After the adjustment for Policy Loan Indebtedness, the Targeted Coverage Guarantee Amount will be allocated to the Subaccounts for purposes of determining Coverage Guarantee Interest as follows:

- a) allocate first to Subaccount 3 if positive, until its value is up to the lesser of Subaccount 3 and the Targeted Coverage Guarantee Amount.
- b) subsequently, any remaining Targeted Coverage Guarantee Amount is allocated to Subaccount 1 up to the lesser of the remaining Targeted Coverage Guarantee Amount and Subaccount 1.
- c) any remaining Targeted Coverage Guarantee Amount is allocated to Subaccount 2 up to the lesser of the remaining Targeted Coverage Guarantee Amount and Subaccount 1.
- d) If any Targeted Coverage Guarantee Amount remains, it is allocated to whatever remained of Subaccount 3 after step a;

The Coverage Guarantee Provision will end without the possibility of reinstatement on the date that the Policy is surrendered.

#### **GENERAL PROVISIONS**

#### Contract

This Policy, attached riders, amendments, supplemental questionnaires, benefits, reinstatement applications, and the application, as well as any supplemental applications for additional amounts, form the entire contract. Only the President, a Vice President, or the Secretary of Banner Life Insurance Company may change or waive any provision in this contract. Any changes or waivers must be in writing.

We may not change or amend this Policy without the Owner's consent except as expressly provided in the Policy. However, we may change or amend this Policy if such change or amendment is necessary for it to comply with any state or federal law, rule or regulation.

#### **Statements**

Statements in the application are considered representations, not warranties. Statements may be used to contest the validity of this Policy or in defense of a claim only if:

- 1. the statements are contained in the application, supplemental application, supplemental questionnaire, or in an endorsement or amendment; and
- 2. a copy of that application, endorsement, supplemental questionnaire or amendment is attached to the Policy at issue or is made a part of the Policy when a change becomes effective.

#### Incontestability

We cannot contest this Policy, except for nonpayment of premium or fraud (where permitted by applicable law in the state where the Policy is delivered), after it has been in force during the lifetime of the Insured, for two years after the Issue Date. However, if this Policy has been reinstated, it will be incontestable, except for nonpayment of premium or fraud (where permitted by applicable law in the state where the Policy is delivered), only after it has been in force during the lifetime of the Insured for two years after the effective date of the reinstatement. If the Policy has been reinstated after two years from the Issue Date, only statements in the reinstatement application may be used to contest the Policy. If reinstatement occurs within two years of the Issue Date we may:

- 1. contest statements on the original application for two years after the Issue Date; and
- 2. contest statements on the reinstatement application for two years after the effective date of reinstatement.

#### Suicide

If the Insured, while sane or insane, dies by suicide within two years from the Issue Date, the Death Benefits payable will be limited. In such case, our liability will be limited to a refund of all premiums paid (less any Policy Loan Indebtedness).

#### Misstatement of Age and Sex

If the Insured's age or sex has been misstated, we will change the Specified Amount to that which would have been purchased at the correct age and sex by the most recent Monthly Deduction. The date of adjustment will be the date the misstatement was discovered if the Insured is living on that date; otherwise, it will be the date of death.

If the Insured is living on the date of adjustment, we will use the adjusted Specified Amount, the correct monthly Cost of Insurance rates, and the correct Administrative Charges in making future calculations of the Account Value, the Cash Surrender Value, and the Death Benefit. In addition we will use the adjusted Specified Amount, and the correct Coverage Guarantee Monthly Cost of Insurance rates and Coverage Guarantee Account Charges and Fees in making future calculations of the Coverage Guarantee subaccounts.

#### Non-participating

This Policy is non-participating and the Owner will not share in the Company's profits or surplus. We will pay no dividends on this Policy.

#### **Effective Date of Coverage**

For all coverage provided in the original application, the effective date will be the later of:

- a) the date the Policy is delivered to and accepted by the Owner; and
- b) the date the first modal premium is paid. In order for coverage to be effective, we require that the Insured be living and insurable, as set forth in the original application, on this date.

#### **Termination**

All coverage under this Policy will terminate when any one of the following events occurs:

- 1. the Owner surrenders the Policy;
- 2. the Insured dies;
- 3. the Policy matures; or
- 4. the required payments are not paid by the end of the Grace Period.

#### **Annual Report**

At least once each year, we will send to the Owner a report, which shows the current Account Value, Cash Surrender Value, outstanding Policy Loan Indebtedness and Death Benefit at the end of the Policy Year. Also, any premiums paid and charges made since the last report will be provided. The annual report will also include other information as required by state law, regulation or authority. This report will be mailed within 30 days of the Policy Anniversary and within 13 months of the last report.

#### **Projection of Values**

We will provide a projection of illustrative future Death Benefits and Account Values upon written request. The first projection in any Policy Year will be provided without a service fee. Extra projections will be provided upon request and payment of a \$25 service fee.

The illustration will be based on assumptions as to specified amount(s), benefit option(s) and future premium payments as may be specified by us and/or the Owner.

#### Reinstatement

A Policy which terminates in accordance with the Grace Period provision may be reinstated within five years after the expiration of the Grace Period if:

- 1. the Owner submits a written application for Reinstatement;
- 2. the Policy has not been surrendered previously:
- 3. evidence of Insured's insurability, for the underwriting classification in effect when the Policy terminated, is received and approved by us;

- 4. a premium sufficient to keep this Policy in force for three months is paid. This premium must be paid while the Insured is living and in the same state of health and insurability represented in the Application for Reinstatement and any supplements thereto; and
- 5. any Policy Loan Indebtedness in effect at the end of the Grace Period must be paid off.

The Account Value on the effective date of reinstatement will be the Account Value on the date at the end of the Grace Period plus the Net Premiums paid at Reinstatement. The Coverage Guarantee Subaccount Values on the reinstatement effective date will be the same as the Coverage Guarantee Subaccount Values at the end of the Grace Period plus the Coverage Guarantee Net Premiums paid at Reinstatement.

If this Policy is reinstated, the Surrender Charges will be the same as if this Policy had been continuously in force from the end of the Grace Period.

The Effective Date of Reinstatement will be the date upon which we have approved the Application for Reinstatement and received the full amount of premium due at our Administrative Office. Such reinstatement requires that the Insured is living and in the state of health and insurability represented in the Application for Reinstatement and any supplements thereto.

The Policy Date will remain the original Policy Date.

#### **INSURANCE COVERAGE PROVISIONS**

#### **Death Benefit**

The Death Benefit is the greater of the Specified Amount, or the Policy 7702 Limiting Amount multiplied by the applicable Death Benefit Factor shown in the Death Benefit Factor Table.

The payment of interest on the Death Benefit shall be as follows:

- (1) Interest will accrue at the rate of 8% annually beginning with the date that is 31 calendar days from the latest of Items (a), (b), and (c) to the date the claim is paid, where it is:
  - (a) The date that due proof of death is received by the Company;
  - (b) The date the Company receives sufficient information to determine its liability, and the appropriate payee legally entitled to the proceeds; and
  - (c) The date that legal impediments to Payment of Proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to: (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors, and administrators; and (iii) the submission of information required to satisfy a state and federal reporting requirements.

In order to qualify under Section 7702 of the Internal Revenue Code of 1986, the minimum Death Benefit at each Monthly Anniversary is equal to the product of the Policy 7702 Limiting Amount and the appropriate Death Benefit Factors in the Policy Schedule.

#### **Increase in Specified Amount**

We will not allow an increase in the Specified Amount. However, the Death Benefit may increase as a result of multiplying the Policy 7702 Limiting Amount times the Death Benefit Factors in the Policy Schedule (as described in the Death Benefit section).

### **Decrease in Specified Amount**

The effective date of any decrease will be the Monthly Anniversary on or next following the date the request is received by us. The Specified Amount in effect at any time under this Policy may not be less than the minimum Specified Amount as shown in the Policy Schedule.

Decreases in Specified Amount will result in a deduction from the Policy Account Value and from the Policy Coverage Guarantee Amount. The deduction is equal to the pro-rata portion of the decrease in Specified Amount multiplied by the Surrender Charge applicable at the time of the decrease. Future Surrender Charges will be reduced by this pro-rata portion. The decrease will result in a pro rata reduction in the Monthly Administration Charge and the Coverage Guarantee Monthly Administration Charge.

#### **AMOUNT OF PROCEEDS**

The life insurance proceeds payable at the insured's death will equal (1) plus (2) plus (3) minus (4) minus (5), where:

- (1) is the Death Benefit of this Policy;
- (2) is any loan interest paid beyond the date of death;
- (3) is any insurance on your life provided by riders;
- (4) is any Policy Loan Indebtedness; and
- (5) is the sum of any Monthly Deductions plus Cost of Insurance Charges due and unpaid before the date of death.

We will not pay the Death Benefit proceeds until we receive all of the following at our Administrative Office:

- 1. this Policy or a completed and notarized lost policy affidavit;
- 2. due proof of death satisfactory to the Company, that the Insured died while this Policy was in effect;
- 3. a written claim for the death proceeds completed on a form that we supply; and
- 4. if this Policy or a policy change or reinstatement is contestable as set forth in the Incontestability provision when the Insured died, an authorization, on a form that we supply, from a person authorized to allow us to obtain and disclose information about the Insured.

#### **BENEFICIARY PROVISIONS**

#### **Beneficiary**

Unless otherwise provided by notice to us, the beneficiaries are named in the application.

#### Change of Beneficiary

During the Insured's lifetime, the Owner may change the Beneficiary designation unless you have waived the right to do so, or the Beneficiary has been designated as irrevocable. No beneficiary change will take effect until a Written Notice is received at our Administrative Office. Such changes will become effective on the date Written Notice was signed and received at our Administrative Offices on a form approved by us. All changes will be subject to any payment made by us before notice was received.

### **Death of Beneficiary**

Unless otherwise provided in the beneficiary designation:

- 1. the interest of any Beneficiary who dies before the Insured will pass to any surviving beneficiaries according to their respective interests; or
- 2. if no Beneficiary survives the Insured, the proceeds will be paid in one sum to the Owner, if living; otherwise, to the Owner's estate.

# **PAYMENT OF PROCEEDS**

Any amount payable under this contract will be paid in one sum unless otherwise provided. All or part of this sum may be applied to any Payment Option. However, options will not be available if:

- 1. the net proceeds are less than \$2,500;
- 2. the amount of each payment is less than \$50; or
- 3. in the case of payment Option 4, the Payee is not a natural person receiving payment in his or her own right.

Proceeds left with us may be withdrawn by Written Notice where such right is given. The payment of any withdrawal may be postponed for as long as six months from the date we receive Written Notice.

If the proceeds are not paid within 30 days after proof of Insured's death has been furnished to the insurer, we will pay interest at the rate of 8% per year.

#### **ELECTION OF PAYMENT OPTIONS**

#### By Owner

During the Insured's lifetime, the Owner may elect any Payment Option and may change such election if the Owner has reserved the right to do so.

If the Owner elects a Payment Option for the Beneficiary, the Beneficiary may not:

- 1. change or cancel the election;
- 2. assign or transfer the amount held by us; or
- 3. withdraw any future installments or unpaid interest installments unless these rights are granted in the election.

#### By Beneficiary

If the Owner does not elect a Payment Option, the Beneficiary may do so after the Insured's death.

#### **Conditions for Election**

Any election or change must be made by Written Notice to us. No election or change will be effective until we record it.

#### **PAYMENT OPTIONS**

The following sections describe the Payment Options available under this Policy.

#### Option 1 - Proceeds Left at Interest

Under this option, the Company will hold the proceeds. Interest will be paid either once a month, four times a year, twice a year, or once a year. The first payment will be made at the end of the interest frequency period chosen. The guaranteed interest rate is 1.5% a year, compounded yearly. Proceeds will not be held under this option for more than 30 years.

#### **Option 2 - Payments of a Fixed Amount**

Under this option, the Company will make monthly payments in the amount chosen until the proceeds and earned interest have been paid in full. The total amount paid each year must be at least 5% of the original proceeds. The length of the payment period will depend on the amount chosen, the amount of the proceeds applied and the amount of interest earned.

#### Option 3 - Payments for a Fixed Period

Under this option, the Company will make monthly payments for the number of years chosen. Table A shows the monthly payment for each \$1,000 of proceeds for payment periods of 1 to 30 years. The first installment will be paid on the date proceeds are settled under this option.

#### **Option 4 - Life Income**

Under this option, the Company will make monthly payments for the life of the Payee. If a guaranteed payment period is elected, the Company will make payments for at least the period elected, whether or not the named Payee is living.

When this option is elected, the amount of each installment will be based on the Payee's age and sex at the birthday nearest the date the option goes into effect. We have the right to require satisfactory proof of the Payee's age. Table B shows monthly amounts payable at various ages for life with no guarantee, and for 5-year and 10-year guaranteed periods.

Option 4 is available only if the Payee is a natural person who is the Insured, Owner or Beneficiary. This option is not available to a Payee who is an assignee, estate, fiduciary, partnership, or corporation.

#### **Evidence to Survival**

We have the right to require satisfactory proof of any Payee's age. The right to change options is not available after payments commence under Option 4.

#### **Automatic Payment Option**

If settlement of the proceeds of this Policy is delayed over 30 days, Option 1 will be applied automatically. Interest will be paid yearly and the person(s) entitled to the proceeds has the right to withdraw the proceeds or elect any Payment Option permitted by this Policy.

### **Single Premium Immediate Annuity**

At the time that payments commence, the amount of benefit will not be less than those that would be provided by the application of the proceeds to purchase a single premium immediate annuity contract at purchase rates offered by the Company at the time to the same class of annuitants.

#### **Basis of Values**

The Payment Option Tables are based on 1.5% interest compounded yearly. For Option 4, rates in the tables are based on the 2000A Mortality Table. We may offer more favorable rates than those determined on this basis.

#### **Additional Options**

Any proceeds payable under this Policy may be paid under any other method of payment agreed to by us at the time of settlement.

#### **Death of Payee Under Payment Obligations**

Unless the Owner or the Beneficiary has made other provisions in electing a payment option, amounts remaining at the Payee's death will be paid to the Payee's estate.

Under Option 1, the proceeds on deposit will be paid in a single sum.

Under Option 2, any unpaid proceeds and earned interest will be paid in a single sum.

Under Option 3 and 4, the present value of any unpaid guaranteed payments will be paid in a single sum. The sum to be paid will equal the total of guaranteed payments remaining, discounted at 1.5% yearly compound interest.

# TABLES FOR PAYMENT OPTIONS

Table A, Option 3 - Monthly Payments for Each \$1,000 of Proceeds

Number of	Monthly	
Years	Payments	
5	17.28	
6	14.51	
7	12.53	
8	11.04	
9	9.89	
10	8.96	
11	8.21	
12	7.58	
13	7.05	
14	6.59	
15	6.20	
16	5.85	
17	5.55	
18	5.27	
19	5.03	
20	4.81	
21	4.62	
22	4.44	
23	4.28	
24	4.13	
25	3.99	
26	3.86	
27	3.75	
28	3.64	
29	3.54	
30	3.44	

Table B, Option 4 - Monthly Payments for Each \$1,000 of Proceeds

	LIFE	ONLY	LIFE WITH PERIOD CERTAIN			
			_	EARS		EARS
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
50	3.25	3.00	3.24	3.00	3.22	2.99
51	3.32	3.06	3.31	3.06	3.29	3.05
52	3.39	3.13	3.38	3.12	3.36	3.11
53	3.47	3.19	3.46	3.19	3.44	3.18
54	3.55	3.26	3.54	3.26	3.51	3.25
55	3.64	3.34	3.63	3.33	3.60	3.32
56	3.73	3.42	3.72	3.41	3.68	3.39
57	3.82	3.50	3.81	3.49	3.77	3.47
58	3.93	3.59	3.91	3.58	3.87	3.56
59	4.03	3.68	4.02	3.67	3.97	3.64
60	4.15	3.78	4.13	3.77	4.08	3.74
61	4.27	3.88	4.25	3.87	4.19	3.84
62	4.40	3.99	4.38	3.98	4.30	3.94
63	4.54	4.11	4.52	4.10	4.43	4.05
64	4.69	4.23	4.66	4.22	4.56	4.16
65	4.85	4.37	4.82	4.35	4.69	4.29
66	5.02	4.51	4.98	4.49	4.83	4.41
67	5.20	4.66	5.15	4.64	4.98	4.55
68	5.40	4.83	5.34	4.80	5.13	4.69
69	5.60	5.00	5.53	4.97	5.29	4.84
70	5.82	5.19	5.73	5.15	5.45	5.00
71	6.06	5.40	5.95	5.35	5.62	5.17
72	6.30	5.62	6.18	5.56	5.79	5.34
73	6.57	5.86	6.42	5.78	5.97	5.53
74	6.85	6.11	6.67	6.02	6.15	5.72
75	7.16	6.39	6.94	6.28	6.33	5.91
76	7.48	6.69	7.22	6.56	6.51	6.11
77	7.83	7.02	7.52	6.85	6.69	6.32
78	8.20	7.37	7.83	7.16	6.87	6.52
79	8.60	7.75	8.16	7.49	7.05	6.73
80	9.02	8.17	8.50	7.85	7.23	6.94
81	9.48	8.61	8.85	8.22	7.40	7.14
82	9.97	9.10	9.22	8.61	7.56	7.34
83	10.49	9.63	9.60	9.02	7.72	7.52
84	11.04	10.20	9.98	9.45	7.87	7.70
85	11.63	10.81	10.38	9.88	8.00	7.86
86	12.26	11.47	10.78	10.33	8.13	8.01
87	12.93	12.18	11.18	10.78	8.25	8.15
88	13.65	12.94	11.59	11.23	8.36	8.27
89	14.41	13.75	11.99	11.68	8.45	8.38
90	15.21	14.59	12.39	12.11	8.54	8.48
91	16.07	15.48	12.78	12.53	8.62	8.57
92	16.97	16.40	13.17	12.94	8.69	8.64
93	17.93	17.36	13.56	13.33	8.75	8.71
94	18.96	18.37	13.93	13.71	8.80	8.77
95	20.07	19.42	14.30	14.07	8.84	8.82

Income Payments for ages not shown furnished upon request. The values above are based on 1.5% and the 2000A Mortality Table.



# Flexible Premium Adjustable Life Insurance.

Adjustable Death Benefit is payable upon the death of the insured prior to the Maturity Date.

Flexible premiums are payable during the Insured's lifetime until the Maturity Date.

Plan, benefits, classification, and period for which premiums are payable as stated in the Policy Schedule.

Cash Surrender Value, if any, payable at maturity.

This Policy is non-participating and no dividends are payable.

Benefits, value, periods of coverage, and premiums are on an indeterminate basis, may increase or decrease, and are not guaranteed as to fixed dollar amount.



SERFF Tracking #: BANN-128747661 State Tracking #: Company Tracking #:

State: Arkansas Filing Company: Banner Life Insurance Company

**TOI/Sub-TOI:** L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

**Product Name:** Flexible Premium Adjustable Life Insurance

Project Name/Number: UL13 AG38/UL13-AR

# **Supporting Document Schedules**

		Item Status:	Status Date:		
Satisfied - Item:	Flesch Certification				
Comments:	Readability Certification attached				
Attachment(s):					
ReadabilityCertificationU	L13.pdf				
		Item Status:	Status Date:		
Satisfied - Item:	Application				
Comments:	Previously approved application that will be used with these policies previously approved on 10/17/08 (BANN-125826810)				
Attachment(s):					
AR LIA (10-08) & LU-12	67 (10-08) Life Insurance Appl.pdf				
		Item Status:	Status Date:		
Satisfied - Item:	Statement of Variability				
Comments:	Statements of Variability attached				
Attachment(s):					
STATEMENT OF VARIA STATEMENT OF VARIA	·				
		Item Status:	Status Date:		
Satisfied - Item:	Certifications				
Comments:	Required AG38 Certifications - Actuarial Opinion & Representation of Company certifications				
Attachment(s):					
Actuarial Opinion UL13.ր	odf				
Representation of the Co	ompany UL13.pdf				
		Item Status:	Status Date:		

Company Tracking #: SERFF Tracking #: BANN-128747661 State Tracking #: State: Arkansas Filing Company: Banner Life Insurance Company TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life Product Name: Flexible Premium Adjustable Life Insurance UL13 AG38/UL13-AR Project Name/Number: Satisfied - Item: Readability Certification Readability certiffcation attached Comments: Attachment(s): ReadabilityCertificationUL13.pdf **Item Status: Status Date:** Satisfied - Item: State Guaranty Association Notice State Guaranty Association Notice Comments: Attachment(s):

GuarantyAssnNoticeAR LU-1112.pdf

# Readability Certification UL13

This is to certify that the form in this filing has been tested and meets the minimum required Flesch reading ease score.

Flexible Premium Adjustable Life Insurance, Form UL13, yields a score of 73.2.

The policy, except for specification pages, schedules, and tables is not less than 10-point type with one-point lead.

The style, arrangement, and overall appearance of the policy give no undue prominence to any portion of the text of the policy or to any endorsements or riders.

A table of contents is included in the policy as it contains more than 3,000 words and consists of more than 3 pages.

Nancy W. Winings, FSA, MAAA

Maney W. Winings

Vice President & Actuary, Product Management

Banner Life Insurance Company

November 30, 2012

Date

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/LIA (8/08) & LU-1267 (8/08)

LIA (10/08) & LU-1267 (0/08)

## Filing at a Glance

Company: Banner Life Insurance Company Product Name: Life Insurance Application

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: BANN-125826810/State:-ArkansasLH

State\_Tr\_Num: 40559 SERFF Status: Closed

Co Tr Num:

State Status: Approved-Closed

Co Status:

Author: Ada Miller

Disposition Date: 10/17/2008

Date Submitted: 10/15/2008

Disposition Status: Approved

Implementation-Date:

Reviewer(s): Linda Bird

Implementation Date Requested: 01/01/2009

### General Information

Project Name: Application/Medical-History Project Number: LIA (8/08) & LU-1267 (8/08) Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Overall Rate Impact:

State Status Changed: 10/17/2008

Created By: Ada Miller

Submission Type: New Submission

Filing Status Changed: 10/17/2008

Corresponding Filing Tracking Number:

Status of Filing in Domicile: Authorized Date Approved in Domicile: 10/14/2008

Domicile Status Comments: Maryland, our state of domicile, is part of the Interstate Insurance Product Regulation Commission. The ICC has approved the use of the application and medical history forms. We have removed all references to the IIPRC for filings to states that are not part

of the Compact.

Market Type: Individual Group Market Size: Group Market Type:

Company Status Changed:

Deemer Date:

Submitted By: Ada Miller

Filing Description:

Application form LIA (8/08) is being submitted for your review and approval. This is a new form, which upon approval, will become our new application form. It will replace Life Application Form BLA (5/99) previously approved by your department on February 4, 1999. Also being submitted for review and approval to be used with the new form is LU-1267 (8/08) Medical History form which will replace LU1034 now used with the current application form.

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/LIA (8/08) & LU-1267 (8/08)

Once approved, LIA (8/08) and LU-1267 (8/08) will be implemented on January 1, 2009.

To the best of our knowledge, information and belief, this application complies with the rules and regulations of your department.

### **Company and Contact**

### **Filing Contact Information**

Nancy January, Vice President, Product

njanuary@lgamerica.com

Development

1701 Research Boulevard

(301) 279-4868 [Phone]

FEIN Number: 52-1236145

Rockville, MD 20850

(301) 294-6964[FAX]

Filing Company Information

Banner Life Insurance Company

CoCode: 94250

State of Domicile: Maryland

1701 Research Boulevard

Group Code: 872

Company Type: Life Insurance

Rockville, MD 20850

Group Name:

State ID Number:

(301) 279-4809 ext. [Phone]

## Filing Fees

Fee Required?

Yes.

Fee Amount:

\$250.00

Retaliatory?

Yes

Fee Explanation:

2 forms that make up new Application form x \$125.00

Per Company:

No

**COMPANY** 

AMOUNT

DATE PROCESSED

TRANSACTION #

Banner Life Insurance Company

\$250.00

10/15/2008

23191312

SERFF Tracking Number: BANN-125826810 State: Arkansas

Filing Company: Banner Life Insurance Company State Tracking Number: 40559

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08,000 Life - Other

Product Name: Life Insurance Application

Project Name/Number: Application/Medical History/L1A (8/08) & LU-1267 (8/08)

## **Correspondence Summary**

### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/17/2008	10/17/2008

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/LIA (8/08) & LU-1267 (8/08)

## **Disposition**

Disposition Date: 10/17/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/L1A (8/08) & LU-1267 (8/08)

Item Type Item Name

Item Status Public Access

**Supporting Document** 

Certification/Notice

Yes

**Supporting Document** 

Application

No

Form

Life Insurance Application

Yes

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/LIA (\$/08) & LU-1267 (\$/08)

### Form Schedule

Lead Form Number: LIA (8/08)

Review	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Status	Number			Data		
	LIA (10/08)	Application/Life Insurance	Initial		52	LIA (10-
	& LU-1267	Enrollment Application				08).pdf
	(10/08)	Form				LU-1267 (10-
						08).pdf

### LIFE INSURANCE APPLICATION

Internet address: www.bannerlife.com

### **INSTRUCTIONS**

As the Agent, you are responsible for completing the necessary forms required to process and underwrite this application. All forms must be completed in full and must be legible. Please follow these instructions carefully.

### DO

- Print application in black ink.
- Verify identification of Proposed Insured.
- Obtain all of the necessary signatures.
- Give the Notice to Proposed Insured to your client.
- Have the Proposed Insured/Owner initial all changes. The Proposed Insured must initial all changes to questions involving insurability. Change an answer by putting a line through the incorrect answer and inserting the correct information.
- Complete Part 2, Medical History, if the Proposed Insured is to be considered without paramedical exam, if an exam on another company's form is being used or if an abbreviated exam will be done.
- Complete section K, Part 1 on all business cases and if required on non-business cases.
- Complete and obtain signature on Consent for HIV Testing Form for each Proposed Insured, if required in your state.
- If you accept payment with the application:
  - Complete the Temporary Insurance Application section of the Temporary Insurance Application and Agreement (TIAA), making sure that all questions are answered. If any are answered Yes, do not accept money.
  - Remit an amount equal to the first modal premium.
  - Explain the terms and conditions of the TIAA to the Owner and Proposed Insured and have them sign it.
  - Complete and sign the Licensed Insurance Agent's Statement on the TIAA.
  - Send the TIAA with the application, give the Owner a copy.
  - All checks collected must be made payable to Banner Life Insurance Company.
- If applicable, complete and obtain signature(s) on the Payment Options form.
- Complete and sign the Agent's Report on page 12. Please be sure to enter all agent information and your Banner agent number

### DO NOT

- Do not accept money on applications now applied for or pending with Banner Life Insurance Company totaling over \$1,000,000.
- Do not accept any payment if any question on the Temporary Insurance Application and Agreement is answered Yes or left blank.
- Do not accept cash or cash equivalents (money order, cashiers check) or "starter" checks.
- Do not accept money if the Proposed Insured is over age nearest 70.
- Do not use pencil or correction fluid.

### NOTICE TO PROPOSED INSURED

(Please give to the Proposed Insured)

Thank you for applying to Banner Life Insurance Company. The soliciting insurance broker (broker) should be able to answer any questions you may have. This broker is an independent broker, not an employee of Banner Life Insurance Company, and is not authorized to make or modify contracts or to waive any requirements or any information that we may request.

### Underwriting

Once we receive your application, we will begin an evaluation process called underwriting to determine whether you are eligible for insurance and, if so, the rate you should pay for that insurance. We may find that we are unable to give you the insurance you have applied for or that we are able to give it to you only on a modified basis or at a rate greater than our lowest rate.

Your application will be our primary source of information; therefore, it must be true, complete, and accurate. You must inform us of a change to any answer in any part of your application before accepting delivery of a policy; in fact, you agree to do so when you sign your application. We may seek information from other sources to help us evaluate the information you give us on your application.

### Contestability

We strongly urge you to review the completed application closely for accuracy. A claim may be denied, the policy may be void or your coverage may be lost if the application is incomplete or if it contains false statements or material misrepresentations. Any policy that may be issued will indicate when and under what circumstances it may be contested. Please be aware that if the application contains material misrepresentations or conceals material facts, and you submitted it with the intent to defraud or to facilitate fraud against us, you may also be guilty of insurance fraud, which is a crime. You must inform us of a change to any answer in any part of your application before accepting delivery of a policy; in fact, you agree to do so when you sign your application.

### Replacement of Existing Coverage

If you intend to replace existing coverage, tell the broker of your intention and answer "yes" to the replacement question in the application; state law may require the broker to give you information that will help you compare the policy you are applying for with the policy you intend to replace. If you are undecided about keeping existing coverage, indicating an intention to replace existing coverage may help you get the information you need to make a decision. If you do replace existing coverage, the new policy may contain new suicide and contestable periods. The following would be considered replacement: you stop paying premiums on an existing policy or surrender an existing policy before or shortly after applying to us or you borrow from an existing policy to pay premiums for the insurance for which you are applying. State law may define replacement to include other situations. Ask the broker if you are unsure.

### **Insurance Information Practices**

We will rely primarily on information provided by you. We may supplement that information with information from other sources such as medical professionals who have treated you. In some cases, we may ask a consumer reporting agency to collect information and submit an investigative consumer report to us as explained in this Notice under Federal Fair Credit Reporting Notice. You may request to be interviewed in connection with the preparation of this report.

In certain limited situations, we are allowed by law to disclose necessary items of personal information to third parties without your specific authorization.

You have the right to be told about, and receive copies if you wish, of items of personal information about you that appear in our files, including information contained in investigative consumer reports. You also have the right to seek correction of information you believe to be inaccurate.

We will send you a more detailed explanation of our information practices if you send us a written request. You may send your request to the Director of Underwriting, Banner Life Insurance Company, 1701 Research Boulevard, Rockville, MD 20850-3191.

#### Federal Fair Credit Reporting Notice

As part of our underwriting, we may ask that an investigative consumer report be prepared. An independent source known as a consumer reporting agency will prepare the report. The report will typically include information as to your character, general reputation, mode of living, and personal characteristics. The agency may conduct personal interviews with your family, friends, neighbors, business associates, financial sources, or others with whom you are acquainted in order to get this information. If you write to us within a reasonable time after you receive this Notice, we will tell you whether or not a report was requested. If a report was requested, we will tell you the name, address, and telephone number of the agency to whom the request was made. Upon request, the agency will furnish information as to the nature and scope of its investigation. If you would like to inspect and to receive a copy of the report, you may do so by contacting the agency directly.

### NOTICE TO PROPOSED INSURED

(Please give to the Proposed Insured) (continued)

### MIB (Medical Information Bureau) Pre-Notice Disclosure

Information regarding your insurability will be treated as confidential. Banner Life Insurance Company or its reinsurers may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply each company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734.

Banner Life Insurance Company, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at <a href="https://www.mib.com">www.mib.com</a>.

## PART 1 (Please Print)

# Banner Life\* Insurance Company 1701 Research Blvd., Rockville, Maryland 20850-3191

SECTION A PROPOSED INSUF	RED				
Full Name (Include maiden name	in parentheses)	2. Sex 3. Date of Month	Birth 4.	. Social Securi	ty Number
5. a. Home Address					5. b. How Long
Street	City, Sta	te	Zip_		
6. Phone Numbers Home ( ) Work ( )	7. State/Country of Birth	8. U.S. Citizen  If No, Date of En Country of Citize	Yes  No Visa T itry into U.S. enship		
9. Marital Status	10. Driver's License Number	and State of Issue or S	tate ID Number		
11. Occupation (Include duties)	-l	12. /	Annual Income	13. Total N	et Worth
14. a. Employer's Name and Address	and Nature of Business			14. b. How	Long Employed
15. Have you ever used tobacco or ni	cotine products in any form?	☐ Yes - give details b	elow 🗆 No		· · · · · · · · · · · · · · · · · · ·
Cinarettes	last used (month/year)	Amount / Frequency			
	nare percentage totals must equ a trust, check box 🗖 and com		use Remarks section	i, Question 48	. If Beneficiary
		Data of Pirth		% Share	
Name		Relationship			
				% Share	
SSN Name SSN		Dalatianatia		0/ Ch	
SECTION C OWNER  18. Owner is  Proposed Insured Complete if the Proposed Insured	i	t Owner is required, use or Tax ID # State Relationsh	Remarks section, Q	uestion 48). Pate of Birth _ Ziped	)
	CION (If trust is Beneficiary and		Total Tax	- ID.#	
A 17 1 13			Data of T		

SE	CTION E PAYOR										
20.	Send premium notices t	o: 🗖 Insured	□ Owner €	☐ Othe	r - If Otl	her, complete th	he inforn	nation b	elow		
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	Address										
	AddressStreet		(	City				State	··.	Zip	
	Contact Phone #		E	mail add	iress _						
		CE APPLIED FOR								•	
21.	Amount of Insurance \$	S	22. PI	an of Ins	surance					-	
23.	Death Benefit Option (if	available with Plan):	☐ Level	Death B	enefit		Increasir	ng Deat	n Benefi	t	
24.	Payment method:	☐ Dire	ct Bill 🗖 Electr	onic Fur	ıds Tran	sfer (EFT)					
25.	Frequency of premium p	payment: 🔲 Sing	jle 🗖 Annua	ıl 🔲	Semi-	annual 🗖	Quarterly	/ 🗆	Month	ly (EFT only)	
26.	Planned periodic premiu	ım for universal life pı	roduct: (Provide (	details ir	n Remar	ks section, Que	estion 48	l.)			
	a. 🗖 1st Year Only \$	2nd \	Year and Thereafte	r \$		b. 🗖	Premiun	ı For Al	l Years S	S	<del></del>
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	If Yes, please identify all agreements and schedul						omissor	y notes	and all r	elated side	
28.	a. Date to Save Age?	☐ Yes ☐ No	b. Specific Policy	Date?	☐ Yes	□ No Da	te				
Add	litional Benefits (if avai	ilable)									
29.	☐ Waiver of Premium	☐ Other (descrip	otion and amount)								
SEC	TION G OTHER IN	SURANCE								•	
30.2	a. <b>Excluding</b> this applica	ation, amount of insura	ance currently ne	ndina w	ith othe	r companies If	NONE et	ate NON	F ¢		
	o. Of the above pending			=			INOINE SI				
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-	Company	Policy Number	Face Amount	Yes 🗆	No 🗆	Issue Date	Yes	No 🗆		Beneficiary	/
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	Have you ever had an appared areduced face amount?						ited or of	fered w	ith	Yes	No □
	Will you, or are you likely					,	mnany n	r sacie	v	U	_
,	with the insurance for wh for your review and signa	ich you are applying?							7		
	Are there any plans to sel an investor, or will it repla		already been sold								

## PART 1 (continued)

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SE	CTIO	N I	OTHER A	CTIVITIES																																	Yes	No	
42.				ilot license, i issenger in a																											do y	ou/	inte	nd					
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45.	a. W	Vhat is t	he purpose	of this insura	ance?	e? (	? (	? (	, (	(e	).g.	j. ir	nco	оп	ne	rej	plac	cem	nen:	ŧ, b	uy-																		
	b. F	How was	s the need fo	or the face an	nour	ınt	nt :	nt e	it (	d	lete	ern	mir	ne	d?	,_																					Yes	No	
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	٧	What is	that person'	s relationship	p to t	th	the	the	he	ie	Pr	tob	<b>00</b> S	sei	d I	inst	ure(	d?																					
																																					•		

SECTION K BUSINESS FINANCIAL	LINFORMATION								
Complete this section when applying f	or face amount ove	r \$1,000,000 and if Be	neficiary or Owner is a business:						
	Current YTD	Previous Year							
47. a. Assets	\$	\$							
b. Liabilities	\$	\$							
c. Gross Sales	\$	\$							
d. Net Income after Taxes	\$	\$							
e. Fair Market Value of the business	\$	\$			i				
f. How long has the business been es									
g. What percentage of the business do	oes the Proposed Insu	ired own?							
h. Are other partners/owners/executives being insured? (If Yes, use Remarks section, Question 48.)  i. In the last 5 years, has the business filed for bankruptcy or had any charge off of bad debts?  If Yes, type of bankruptcy and discharge date or charge off date.  j. Company web site address, if available									
48. Remarks: Explanations and/or spe	ecial requests. Use	Part 1 Supplement to	Application if necessary.						
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### IN CONNECTION WITH THIS APPLICATION FOR INSURANCE, IT IS UNDERSTOOD AND AGREED THAT:

I/we have read the application and all statements and answers contained in Part 1 and Part 2 of this application and any supplements thereto, copies of which shall be attached to and made a part of any policy to be issued, are true and complete to the best of my/our knowledge and belief and made to induce Banner Life Insurance Company (the Company) to issue an insurance policy. The statements and answers in the application are the basis for any policy issued by the Company, and no information about me will be considered to have been given to the Company unless it is stated in the application. I agree to notify the Company of any changes to the statements and answers given in any part of the application before accepting delivery of any policy.

No agent or other person has power to: (a) accept risk; (b) make or modify contracts; (c) make, void, waive or change any conditions or provisions of the application, policy or receipt, as applicable; (d) waive any Company rights or requirements; (e) waive any information the Company requests; (f) discharge any contract of insurance; or (g) bind the Company by making promises respecting benefits upon any policy to be issued.

Lagree that: (1) I/we will notify the Insurer if any statement or answer given in any part of the application changes prior to policy delivery; and (2) except as provided in the Temporary Insurance Application and Agreement, if any, insurance will not begin unless all persons proposed for insurance are living and insurable as set forth in the application at the time a policy is delivered to and accepted by the Owner and the first modal premium is paid.

Changes or corrections made by the Company and noted in Part 1, Question 48 above are ratified by the Owner upon acceptance of a contract containing this application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation for amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.

### **AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION**

I hereby authorize any physician, medical professional, hospital, clinic or medical care facility; pharmacy benefit manager, prescription database; any insurance or reinsurance company; any consumer reporting agency or insurance support organization; my employer; or the Medical Information Bureau (MIB), to provide the Company and its legal representatives or affiliated insurers, all information they have pertaining to: medical consultations; treatments; hospitalizations for physical and/or mental conditions, use of drugs or alcohol; drug prescriptions; or any other information for me. Other information could include items such as: other insurance information; personal finances; habits; hazardous avocations; motor vehicle records; court records; or foreign travel, etc.

I understand that the information obtained will be used by the Company to determine my eligibility for insurance. I authorize that any information gathered during the evaluation of my application may be disclosed to: reinsurers; the MIB; other persons or organizations performing business or legal services in connection with my application or claim; any physician designated by me; or any person or entity required to receive such information by law or as I may further consent.

I understand that this consent may be revoked at any time by sending a written request to the Company, Attn: Director of Underwriting, Banner Life Insurance Company, 1701 Research Boulevard, Rockville, Maryland 20850-3191.

The consent will be valid for 24 months from the date of this application. I agree that a copy of this consent will be as valid as the original. I authorize the Company to obtain an investigative consumer report on me. I understand that I may request to be interviewed for the report and receive, upon written request, a copy of such report.

If an investigative consumer report is prepared, I elect to be interviewed:	Yes	□ No

### **DECLARATION**

I/we have carefully read the Temporary Insurance Application and Agreement (TIAA) and understand and agree to the terms thereof including the conditions under which a limited amount of insurance may become effective prior to policy delivery. I/we understand that all premium checks are to be made payable to **Banner Life Insurance Company** (payee should not be left blank); checks are not to be made payable to the agent, agency or other third party. I/we have received the Notice to Proposed Insured, which includes the Medical Information Bureau Pre-Notice Disclosure and the Federal Fair Credit Reporting Notice.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law. Please see fraud warnings on page 6 prior to signing this application.

Signature of Proposed Insured	Signed at	City/State	on	_/	_/
Signature of Owner (if other than Proposed Insured) If Owner is a firm or corporation, include officers' title with signature	Signed at	City/State	on	_/	_/
Print Owner/Officer Name and Title (if applicable)					
Signature of Licensed Insurance Agent	Signed at	City/State	on	_/	_/

### Arkansas, Kentucky, Louisiana, New Mexico, and Ohio

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information on an insurance application is guilty of a crime and may be subject to fines and imprisonment.

#### Colorado

It is unlawful to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding or attempting to defraud. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or insurance agent who knowingly provides false, incomplete or misleading information for the purpose of defrauding or attempting to defraud a policy holder or claimant with regard to a settlement shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement or claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

### Georgia, Nebraska, South Carolina, Texas

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements may be guilty of insurance fraud.

### Washington, D.C., Maine, Virginia, Tennessee, and Washington

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

### Maryland

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **New Jersey**

Any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

### Oklahoma

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### Pennsylvania

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

# Banner Life\* Insurance Company 1701 Research Blvd., Rockville, Maryland 20850-3191

PART 2 Medical History

1.		d Insured				Date of Birth		
2.		in. 3. Weight lbs.	•					
	If your weight has	changed by over 10 lbs. in the last year, indicate amou	int and reas	on		<del></del>		
<u>PH</u>	YSICIAN INFORM	ATION			<del></del>			
4.	Primary Physicia	an						
	Address							
		and results of visit						
5.	Physician Last C							
	Name		S	pe	cialty			
	Address				a.			
	Telephone		Date last	t se	en			
	Reason last seen a	and results of visit						
6.	disease, stroke, di Adenomatous Poly	bling ever been diagnosed or treated by a member of the labetes, cancer, melanoma, suicide, Huntington's Disea yposis (FAP)? If Yes, give details in the Family History Include the age at onset/event-for each medical co	ise, Sickle ( chart below	Cell	l Disease or	Familial	Yes	_
		Medical Conditions	Age at	T	Age if	Cause of Death		Age at
			Onset/Ever	nt	Living		<u>.</u> .	Death
	Father							
	Mother							
	Brothers							
	Sisters							
		Provide details to Yes answers in the Remarks section. symptoms, diagnosis and treatment.		Υ	es No	Remarks - Explain Enter question number detailed response.		
		you ever consulted a member of the medical profession been diagnosed or treated for:						
7.	pain, irregular hear phlebitis, peripher	re, high cholesterol, abnormal electrocardiogram, ches rt rhythm, palpitations, heart murmur, heart attack, angi al vascular disease, or any other disease or disorder of vessels?	na,					
8.	disease or disorde	ternal bleeding, colitis, acid reflux, GERD, or any other r of the stomach, gall bladder, esophagus, liver, pancre colon, or rectum?						
9.		blood or immune system including anemia, blood clots deficiency, leukemia, or lymphoma (excluding HIV)?						

# PART 2 - Medical History (continued)

	Name of Proposed Insured	Yes	No	Remarks - Explain All Yes Answers
10	Cancer, tumor, melanoma, or any other malignant disorder?			
11	Diabetes or high blood sugar or any other disease or disorder of the pituitary, thyroid, or endocrine glands?			
12.	Albumin, protein, blood or sugar in the urine or any other disease or disorder of the kidney or bladder?			
13.	Cyst, polyp, lump, or other growth, or any disease or disorder of the skin or lymph nodes?			
14.	Any disease or disorder of the uterus, cervix, ovaries, or breasts?			
15.	Any disease or disorder of the prostate or reproductive system?			
16.	Any sexually transmitted disorders or diseases?			
17.	Pregnancy, complications of pregnancy or infertility?			
18.	Asthma, shortness of breath, chronic cough or hoarseness, bronchitis, emphysema, COPD (chronic obstructive pulmonary disease), sarcoidosis, pneumonia, TB (tuberculosis), sleep apnea, or any other disorder of the respiratory system?			
19.	A disorder of the brain, spinal cord, or nervous system including chronic headaches, convulsions or loss of consciousness, seizures, tremors, paralysis, fainting, stroke, MS (multiple sclerosis), or TIA (transient ischemic attack)?			
20.	Depression, anxiety, psychosis, suicidal thoughts or attempts of suicide, anorexia or bulimia, obsessive compulsive disorder, bipolar disorder, or other mental, nervous or emotional disorder?			
21.	Arthritis or disorder of the bones, skin or muscles?			
22.	Any disease or disorder of the eyes, ears, nose or throat?			
23.	In the last 5 years, unless previously stated on this application, have you:  a. Been treated by a member of the medical profession or at a medical facility?			
	b. Had an electrocardiogram, x-ray, blood test, or other diagnostic test, excluding an HIV test?			
	c. Had surgery or biopsy, or been an inpatient or outpatient in a hospital, clinic, or other medical or mental health facility?      d. Been advised by a member of the medical profession to have surgery,			
	medical treatment, biopsy, or diagnostic testing, excluding HIV testing, that has not yet been completed?			
	e. Been referred to any other member of the medical profession or medical facility?	П		
	f. Been unable to work, attend school or perform the normal activities of like			
24	age and gender, or been confined at home?			
24.	a. Have you ever used amphetamines, barbiturates, cocaine, heroin, crack, marijuana, LSD, PCP, or other illegal, restricted or controlled substances, except as prescribed by a licensed physician?			
	If Yes, please provide dates of use: FromTo			
	Amount and frequency of use:			

# PART 2 - Medical History (continued)

Name of Proposed Insured	Yes	No	Remarks - Explain All Yes Answers
24 b. Have you ever been addicted to prescription medication or been advised by a physician to discontinue using habit forming drugs?			
25. Have you ever:  a. Consumed alcoholic beverages?			
b. Been advised by a physician or other licensed medical practitioner to limit or cease the use of alcoholic beverages?  c. Been counseled, sought help or treatment, or been advised by a physician or other licensed medical practitioner to undergo counseling or treatment			
for alcohol problems?d. Attended or joined any organization due to alcohol or related problems?			
26. Are you currently:  a. Taking or have you been advised to take any prescribed medication (other than contraceptives)?  b. Taking any herbal or non-prescription medication at least weekly?  If Yes, give details.			
27. Have you taken any other medications in the past 2 years?  If Yes, list in Remarks section at right.			
28. Have you tested positive for exposure to the HIV infection or been diagnosed as having ARC (AIDS-Related Complex) or AIDS (Auto Immune Deficiency Syndrome) caused by HIV infection or other sickness or condition derived from such infection?			
29. In the past 5 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?			
30. Additional remarks (please indicate which question number remarks reference)			
I have read the answers as written before signing, the answers are true and complete to the exceptions to any answers other than written on this document.	best of	my kn	owledge and belief, and there are no
Signed at			on//
Signature of Proposed Insured	City/	State	Date

LIA (10/08)

# TEMPORARY INSURANCE APPLICATION AND AGREEMENT (TIAA)

Na	Name of Proposed Insured Date of Birth						
Th.	otice to Proposed Insured and Owner. Payment of the Amount Remitted may only be made at the same time that both the Applicatio AA are completed. If the Insurer does not respond to you within 90 days, notify the Insurer at the above address. Make the Amount Remanner Life Insurance Company. Do not make it payable to the licensed insurance agent or leave the payee blank. We do not ush equivalents (money orders, cashiers checks) or "starter" checks.	itted pay	yable to				
1	EMPORARY INSURANCE APPLICATION (Answer all questions.)						
In	surer The Insurer is Banner Life Insurance Company.						
Te	mporary insurance cannot begin and you should make no payment if any question below is answered "Yes" or left b	ank.					
		Yes	No				
1.	Is the Proposed Insured less than 15 days old or more than 70 years old (age nearest birthday) on the date of this TIAA?						
2.	Does the total amount of insurance on the Proposed Insured's life now applied for or pending with Banner Life Insurance Company exceed \$1,000,000?						
3.	In the past 90 days, has the Proposed Insured been admitted, or medically advised by a member of the medical profession to be admitted, to a hospital or other licensed health care facility, had surgery performed or recommended, or been medically advised to have any diagnostic test (excluding an AIDS-related test) that was not completed?						
4.	In the past 5 years, has the Proposed Insured been diagnosed, treated for, or been advised to be treated for: heart disease; stroke; cancer; alcohol or drug dependence or abuse; or insulin dependent diabetes?						
	IS AGREEMENT PROVIDES A LIMITED AMOUNT OF LIFE INSURANCE COVERAGE FOR A LIMITED AMOUNT OF TIME, SUBJE RMS AND CONDITIONS SET FORTH BELOW.	OT TO TH	HE				

### **TEMPORARY INSURANCE AGREEMENT**

Agreement. Subject to the terms of the policy applied for and this TIAA, the Insurer agrees to pay the Limited Amount to the beneficiaries listed in the Application - Part 1 upon receipt of due proof that the Proposed Insured died, except due to suicide, and provided all eligibility requirements and conditions for coverage under this Agreement have been met. The consideration for temporary insurance is the Temporary Insurance Application and payment of an amount equal to the first modal premium for the plan applied for or completion of the payment options form.

Limited Amount. The Limited Amount is the lesser of: (1) the amount of insurance applied for in the Application or (2) \$1,000,000 minus the amount of insurance on the Proposed Insured's life with the Insurer under any other applications for insurance now pending or other temporary insurance agreements.

Start Date. Temporary insurance equal to the Limited Amount will begin on the Start Date subject to the terms of this TIAA. The Start Date is the Date of this TIAA.

Stop Date. Temporary insurance automatically ends on the earliest of the following: (1) the date the Owner withdraws the application for insurance or refuses to accept any policy issued or offered; (2) the date the Insurer mails or otherwise provides notice to the Owner or his/her agent that it was unable to approve the requested coverage at the premium amount quoted and a counter offer is made by the Insurer; (3) the date the Insurer mails or otherwise provides notice to the Owner or his/her representative that it has declined or cancelled the application; (4) the date the Insurer mails or otherwise provides a premium refund to the Owner or his/her representative; (5) the date the policy is delivered to the Owner and delivery requirements have been completed.

**Policy Date.** The policy date of any policy issued will be the Start Date unless the policy is backdated at the Owner's request. The prepayment for this temporary insurance will be applied to the first premium due if the policy is issued.

Other Limitations. The Insurer's liability will be limited to a return of the Amount Remitted if: (1) any part of the life insurance application or this TIAA contains a misrepresentation material to the Insurer; or (2) the Proposed Insured dies by suicide.

# TEMPORARY INSURANCE APPLICATION AND AGREEMENT (TIAA)

(continued)

I represent that: (1) I have read and received a copy of this TIAA and agree to all of its terms and conditions; (2) I understand and agree that temporary insurance will not begin if any question in this TIAA is answered Yes or left blank and any collection of premium will not activate coverage under this agreement; (3) the answers given in this TIAA are true and correct, and I understand that, if they are false, temporary insurance may be denied or declined; (4) I understand that completing this TIAA does not guarantee that the Insurer will issue a policy on the Proposed Insured's life; (5) I understand that the licensed insurance agent is not authorized to change or waive the terms of this TIAA or to collect premium if the Proposed Insured is ineligible for coverage under this Agreement; and (6) I understand that any premium submitted with this TIAA will be refunded if the Insurer does not approve the requested coverage.

Signature of Proposed Insured	Date of this TIAA	Signature of Owner (if other than Proposed Insured)			
LICENSED INSURANCE AGENT'S ST	ATEMENT				
Amount Remitted S Person from Whom Received					
	the terms of this TIAA and represent that I h	e TIAA bears the same date as the Application - Part 1. I agree ave not attempted to do so. I have read and explained the terms			
Signature of Licensed Insurance Agent	1 icense	d Insurance Agent Number			



# TEMPORARY INSURANCE APPLICATION AND AGREEMENT (TIAA)

Name of Proposed Insured Date of Birth						
B	otice to Proposed Insured and Owner. Payment of the Amount Remitted may only be made at the same time that both the Application AA are completed. If the Insurer does not respond to you within 90 days, notify the Insurer at the above address. Make the Amount Remanner Life Insurance Company. Do not make it payable to the licensed insurance agent or leave the payee blank. We do not ask equivalents (money orders, cashiers checks) or "starter" checks.	nitted pay	yable to			
٦	TEMPORARY INSURANCE APPLICATION (Answer all questions.)					
In	surer The Insurer is Banner Life Insurance Company.					
Te	emporary insurance cannot begin and you should make no payment if any question below is answered "Yes" or left b	lank.				
		Yes	No			
1.	Is the Proposed Insured less than 15 days old or more than 70 years old (age nearest birthday) on the date of this TIAA?					
2.	Does the total amount of insurance on the Proposed Insured's life now applied for or pending with Banner Life Insurance Company exceed \$1,000,000?					
3.	In the past 90 days, has the Proposed Insured been admitted, or medically advised by a member of the medical profession to be admitted, to a hospital or other licensed health care facility, had surgery performed or recommended, or been medically advised to have any diagnostic test (excluding an AIDS-related test) that was not completed?	<u> </u>				
4.	In the past 5 years, has the Proposed Insured been diagnosed, treated for, or been advised to be treated for: heart disease; stroke; cancer; alcohol or drug dependence or abuse; or insulin dependent diabetes?					
TH TE	IIS AGREEMENT PROVIDES A LIMITED AMOUNT OF LIFE INSURANCE COVERAGE FOR A LIMITED AMOUNT OF TIME, SUBJE RMS AND CONDITIONS SET FORTH BELOW.	CT TO TH	1E			

### **TEMPORARY INSURANCE AGREEMENT**

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**Limited Amount.** The Limited Amount is the lesser of: (1) the amount of insurance applied for in the Application or (2) \$1,000,000 minus the amount of insurance on the Proposed Insured's life with the Insurer under any other applications for insurance now pending or other temporary insurance agreements.

Start Date. Temporary insurance equal to the Limited Amount will begin on the Start Date subject to the terms of this TIAA. The Start Date is the Date of this TIAA.

Stop Date. Temporary insurance automatically ends on the earliest of the following: (1) the date the Owner withdraws the application for insurance or refuses to accept any policy issued or offered; (2) the date the Insurer mails or otherwise provides notice to the Owner or his/her agent that it was unable to approve the requested coverage at the premium amount quoted and a counter offer is made by the Insurer; (3) the date the Insurer mails or otherwise provides notice to the Owner or his/her representative that it has declined or cancelled the application; (4) the date the Insurer mails or otherwise provides a premium refund to the Owner or his/her representative; (5) the date the policy is delivered to the Owner and delivery requirements have been completed.

**Policy Date.** The policy date of any policy issued will be the Start Date unless the policy is backdated at the Owner's request. The prepayment for this temporary insurance will be applied to the first premium due if the policy is issued.

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# TEMPORARY INSURANCE APPLICATION AND AGREEMENT (TIAA)

(continued)

I represent that: (1) I have read and received a copy of this TIAA and agree to all of its terms and conditions; (2) I understand and agree that temporary insurance will not begin if any question in this TIAA is answered Yes or left blank and any collection of premium will not activate coverage under this agreement; (3) the answers given in this TIAA are true and correct, and I understand that, if they are false, temporary insurance may be denied or declined; (4) I understand that completing this TIAA does not guarantee that the Insurer will issue a policy on the Proposed Insured's life; (5) I understand that the licensed insurance agent is not authorized to change or waive the terms of this TIAA or to collect premium if the Proposed Insured is ineligible for coverage under this Agreement; and (6) I understand that any premium submitted with this TIAA will be refunded if the Insurer does not approve the requested coverage.

Signature of Proposed Insured	Date of this TIAA	Signature of Owner (if other than Propos	ed Insured)
LICENSED INSURANCE AGENT'S STA	TEMENT		
Amount Remitted S	Person fro	m Whom Received	•
	e terms of this TIAA and represent that I ha	e TIAA bears the same date as the Application we not attempted to do so. I have read and expl	
Signature of Licensed Insurance Agent	Licensed	d Insurance Agent Number	<u></u>

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AGENT'S REPORT		Pa	ge 12 - LIA	. (10/08
Name of Proposed Insured		Date of Birth		
2. Number of years you have known the primary Proposed Insure	ed			
3. Who first suggested the purchase of this insurance? $\ \square$ Ager	nt 🗆 Owner/Applicant 🗆	Proposed Insured D Other		
A Mark the continuities sinced after all pro-time over the second			Yes	No
4. Was the application signed after all questions were answered?	······································			
5. Did you personally see the Proposed Insured?				
<ul><li>6. Did anyone sign or assist in the completion of Part 1 or Part 2</li><li>7. Are you aware of any information that would adversely affect a</li></ul>	* *	•		
If Yes, please provide details in the Remarks section below, ar				
8. Did you provide the client with the Temporary Life Insurance A	application and Agreement (T	IAA) form?,		
9. Premium Class Quoted				
10. Are there any personal or business companion applications?				
If Yes, please provide name and date of birth in the Remarks s 11. a. To the best of your knowledge, does the policy applied to		evistina insurance?		
b. If Yes, has the Proposed Insured replaced other life insura	ince policies in the past 2 ye	ars?		
12. Are there any plans to sell or assign this policy to another persentence a policy that has already been sold to a life settlement	son or entity, life settlement p company or investor?	provider or investor, or will it		
13. Will the premium for this policy be loaned or otherwise financed			_	
or immediate family members of the Proposed Insured?  If Yes, please identify all parties involved and provide copies of side agreements and schedules.	of all financing agreements of	r promissory notes and all related		
Remarks				
<ul> <li>I certify that:</li> <li>I asked and carefully explained each question to the Proposed being signed;</li> <li>The answers given in this application and Agent's Report are of the Proposed Insured and applicant know that any fraudulent coverage under the policy;</li> <li>I have given the Notice to Proposed Insured attached to this attended in the insurance applied for will or may replace any existing light required replacement form(s);</li> <li>I have explained to the Proposed Insured that if money is subtracted Agreement must be met.</li> <li>If I become aware of a change in the health or habits of the Propose I promise to inform the Company of the change and agree to with Signature of Licensed Insurance Agent</li> </ul>	complete and accurate to the it statement or material misr pplication to the Proposed Infe insurance policy or annuimitted with this application, considered occurring after the thold delivery of the policy units the control of the	best of my knowledge and belief; epresentation in the application masured; ty contract, I have completed any a conditions of the Temporary Insurant date of the application but before the	nd all prop ce Applicat policy is de	loss of per state tion and elivered,
Signature of Licensed Insurance Agent Date				
Print Name of Above Signature	Agent #	SSN		
	Share of commissing	nn		
Print Name of Agency, if different from above		on		
Signature of Additional Licensed Insurance Agent Date	Phone No. (	)		
	∆nent #	SSN		
Print Name for Above Additional Signature	/\gcilt //			
Print Name of Additional Agency, if different from above	Share of commission	on		
GENERAL AGENT INFORMATION				
GA name GA	. <b>#</b>	Casa Manager		
		Oase Manayer		
LIA (10/08)	Page 12			

# PART 2 Medical History

# Sanner Life<sup>®</sup> Insurance Company 1701 Research Blvd., Rockville, Maryland 20850-3191

1. 2.	Name of Proposed Insured Date of Birth Height in. 3. Weight ibs.						
	If your weight has changed by over 10 lbs. in the last year, indicate amount and reason						
<u>PH'</u>	YSICIAN INFO	RMATION					
4.	Primary Phys	sician					
	Name						
							<u></u>
	Reason last se	en and results of visit					
5.	Physician La						
	Name		S	pecialty			
	Reason last se	en and results of visit					
6.	disease, strok	or sibling ever been diagnosed or treated by a member of the e, diabetes, cancer, melanoma, suicide or Huntington's Dis Polyposis (FAP)? If Yes, give details in the Family History	ease, Sickle	e Cell Di	sease	or Familial	
	Family Histo	ry: Include the age at onset/event for each medical co	ndition.		,		
		Medical Conditions	Age at Onset/Ever	Age nt Livir		Cause of Death	Age at Death
	Father						
	Mother						
	Brothers						
	Sisters						
		RY - Provide details to Yes answers in the Remarks section. ate, symptoms, diagnosis and treatment.		Yes	No	Remarks - Explain All Enter question number to detailed response.	
		ive you ever consulted a member of the medical profession rou been diagnosed or treated for:					
7.	pain, irregular phlebitis, perig	essure, high cholesterol, abnormal electrocardiogram, ches heart rhythm, palpitations, heart murmur, heart attack, angi oheral vascular disease, or any other disease or disorder of good vessels?	na,				
8.	disease or dise	r, internal bleeding, colitis, acid reflux, GERD, or any other order of the stomach, gall bladder, esophagus, liver, pancre nes, colon, or rectum?					
9.	A disorder of y bleeding, imm	rour blood or immune system including anemia, blood clots nune deficiency, leukemia, or lymphoma (excluding HIV)?	s, 				

# PART 2 - Medical History (continued)

Name of Proposed Insured	Yes	No	Remarks - Explain All Yes Answers
10. Cancer, tumor, melanoma, or any other malignant disorder?			
11. Diabetes or high blood sugar or any other disease or disorder of the pituitary, thyroid, or endocrine glands?			
12. Albumin, protein, blood or sugar in the urine or any other disease or disorder of the kidney or bladder?			
13. Cyst, polyp, lump, or other growth, or any disease or disorder of the skin or lymph nodes?			
14. Any disease or disorder of the uterus, cervix, ovaries, or breasts?			
15. Any disease or disorder of the prostate or reproductive system?			
16. Any sexually transmitted disorders or diseases?			
17. Pregnancy, complications of pregnancy or infertility?			
18. Asthma, shortness of breath, chronic cough or hoarseness, bronchitis, emphysema, COPD (chronic obstructive pulmonary disease), sarcoidosis, pneumonia, TB (tuberculosis), sleep apnea, or any other disorder of the respiratory system?			
19. A disorder of the brain, spinal cord, or nervous system including chronic headaches, convulsions or loss of consciousness, seizures, tremors, paralysis, fainting, stroke, MS (multiple sclerosis), or TIA (transient ischemic attack)?			
20. Depression, anxiety, psychosis, suicidal thoughts or attempts of suicide, anorexia or bulimia, obsessive compulsive disorder, bipolar disorder, or other mental, nervous or emotional disorder?			
21. Arthritis or disorder of the bones, skin or muscles?			
22. Any disease or disorder of the eyes, ears, nose or throat?			
23. In the last 5 years, unless previously stated on this application, have you:  a. Been treated by a member of the medical profession or at a medical facility?			
b. Had an electrocardiogram, x-ray, blood test, or other diagnostic test, excluding an HIV test?			
c. Had surgery or biopsy, or been an inpatient or outpatient in a hospital, clinic, or other medical or mental health facility?			
d. Been advised by a member of the medical profession to have surgery, medical treatment, biopsy, or diagnostic testing, excluding HIV testing, that has not yet been completed?			
e. Been referred to any other member of the medical profession or medical	_	_	
facility?			
age and gender, or been confined at home?			
24. a. Have you ever used amphetamines, barbiturates, cocaine, heroin, crack, marijuana, LSD, PCP, or other illegal, restricted or controlled substances, except as prescribed by a licensed physician?  If Yes, please provide dates of use: From To			
Name of drug used:			
Amount and frequency of use:			

# PART 2 - Medical History (continued)

24 b. Have you ever been addicled to prescription medication or been advised by a physician to discontinue using habit forming drugs?	Na	me of Proposed Insured	Yes	No	Remarks - Explain All Yes Answers
a. Consumed alcoholic beverages?  If Yes, give type and number of drinks per day and/or per week. Date of last consumption:  Ben advisced by a physician or other ficensed medical practitioner to limit or cease the use of alcoholic beverages?  C. Been counseled, sought help of feathment, or been advised by a physician or other ficensed medical practitioner to medge counseling or treatment for alcohol problems?  Attended or joined any organization due to alcohol or related problems?  A lating or have you been advised to take any prescribed medication (other than contraceptives)?  b. Taking any herbal or non-prescription medication at least weekly?  If Yes, give details.  27. Have you taken any other medications in the past 2 years?  If Yes, Size In Remarks section at right.  28. Have you tessed positive for exposure to the HIV infection or been diagnosed as having ARC (AIDS. Related Complex) or AIDS (Auto Immune Deficiency Syndrome) caused by HIV infection or other sickness or condition derived from such infection?  Syndrome Joseph Spears, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?  If Yes, give details.  30. Additional remarks (please indicate which question number remarks reference)	24 b	by a physician to discontinue using habit forming drugs?			
b. Been advised by a physician or other licensed medical practitioner to limit or cease the use of alcohoric beverages?  c. Been counseled, sought help or treatment, or been advised by a physician or other licensed medical practitioner to undergo counseling or treatment for alcohol problems?  d. Altended or joined any organization due to alcohol or related problems?  d. Altended or joined any organization due to alcohol or related problems?  a. Taking or have you been advised to take any prescribed medication (other than contraceptives)?  b. Taking any herbal or non-prescription medication at least weekly?  If Yes, give details.  77. Have you taken any other medications in the past 2 years?  If Yes, list in Remarks section at right.  28. Have you tested positive for exposure to the HIV infection or been diagnosed as having ARC (AIDS-Related Complex) or AIDS (Auto Immune Deficiency Syndrome) caused by HIV infection or other sickness or condition derived from such infection?  29. In the past 5 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?  If Yes, give details.  30. Additional remarks (please indicate which question number remarks reference)		Consumed alcoholic beverages?			,
tor alcohol problems?  d. Attended or joined any organization due to alcohol or related problems?		Been advised by a physician or other licensed medical practitioner to limit or cease the use of alcoholic beverages?  Been counseled, sought help or treatment, or been advised by a physician	_	□	
a. Taking or have you been advised to take any prescribed medication (other than contraceptives)?  b. Taking any herbal or non-prescription medication at least weekly?  If Yes, give details.  27. Have you taken any other medications in the past 2 years?  If Yes, list in Remarks section at right.  28. Have you tested positive for exposure to the HIV infection or been diagnosed as having ARC (AIDS-Related Complex) or AIDS (Auto Immune Deficiency Syndrome) caused by HIV infection or other sickness or condition derived from such infection?  29. In the past 5 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?  If Yes, give details.  30. Additional remarks (please indicate which question number remarks reference)  have read the answers as written before signing, the answers are true and complete to the best of my knowledge and bellief, and there are no exceptions to any answers other than written on this document.  Signed at	d	for alcohol problems?			
If Yes, list in Remarks section at right.  28. Have you tested positive for exposure to the HIV infection or been diagnosed as having ARC (AIDS-Related Complex) or AIDS (Auto Immune Deficiency Syndrome) caused by HIV infection or other sickness or condition derived from such infection?  29. In the past 5 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?  If Yes, give details.  30. Additional remarks (please indicate which question number remarks reference)  have read the answers as written before signing, the answers are true and complete to the best of my knowledge and belief, and there are no exceptions to any answers other than written on this document.  Signed at	a	Taking or have you been advised to take any prescribed medication (other than contraceptives)?  Taking any herbal or non-prescription medication at least weekly?			
as having ARC (AIDS-Related Complex) or AIDS (Auto Immune Deficiency Syndrome) caused by HIV infection or other sickness or condition derived from such infection?  29. In the past 5 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?					
given medical advice by a member of the medical profession for any disease or disorder not previously stated on this application?	a S	s having ARC (AIDS-Related Complex) or AIDS (Auto Immune Deficiency lyndrome) caused by HIV infection or other sickness or condition derived			
have read the answers as written before signing, the answers are true and complete to the best of my knowledge and belief, and there are no exceptions to any answers other than written on this document.  Signed at	g	iven medical advice by a member of the medical profession for any disease or isorder not previously stated on this application?			
exceptions to any answers other than written on this document.  Signed at	30. A	dditional remarks (please indicate which question number remarks reference)			
Signed at on//			best of	my kno	owledge and belief, and there are no
	evesbu	ons to any answers other than written on this document.			
			City/	State	



# PART 3 Medical Examiner's Report

Name	of Proposed Insured	Date of Birth			
Instru	ctions to the Examiner -				
	kamination, once begun, is the property of the Company, and must no n all positive findings under Remarks.	ot be de	stroyed (	or suppressed. Please weigh and measure this applicant.	
	restions which appear below are intended only as a basis for the exprenation bearing on the acceptance of a proposed insured, even the				
Please	mail blood and urine specimens promptly.				
1. H	eight (in shoes) ft in. /eight (clothed) lbs.	3.	Blood Systoli	Pressure (record 3 readings)	
			Diasto		
a. b.	Did you measure? Yes □ No □				
	If No, please explain	4.		At rest	
2. M	leasurements (males only)				
	hest (full inspiration)in. hest (forced expiration) in.	5.	Are blo	ood and urine specimens being collected	
	bdomen (at umbilicus)in.			ailed to the lab? Yes 🗆 No 🗅	
IF EXA	MINATION IS DONE BY A PHYSICIAN, ANSWER SECTIONS 6	AND 1	7. OTH	ERWISE GO DIRECTLY TO SECTION 8.	
6. Afte	er physical examination and inquiry, do you find any abnormality of	the foll	owing:		
		Yes	No	Remarks	
a.	Eyes, ears, nose, mouth, pharynx?				
b.	Skin (including scars), thyroid, lymph nodes, veins, peripheral arteries?				
C.	Brain, nervous system (including reflexes, gait, speech, coordination, paralysis)?				
d.	Respiratory system?				
e.	Stomach, abdominal organs?				
f.	Is the liver enlarged or tender?				
g.	Genitourinary system?				
h.	Musculoskeletal system (including spine, joints, amputations and deformities)?				
i,	Heart or blood vessels? (If there is a history of rheumatic fever, heart murmur, or if you find any abnormality in heart size, rhythm, or sounds, complete question 7.)				

7. To	be completed if number 6.i. is answered Yes or if requested:	Yes	No	Domarka.
l		162	No	Remarks
a.	Is there evidence of cardiac enlargement, or abnormal location of the apical impulse (PMI)?			
b.	Are there any abnormalities of the first (S1) or second (S2) heart sounds?			
C.	Are there gallops (S3 or S4)?			
d.	Is/are there ejection sound(s) or systolic click(s)?			·
e.	Is/are there murmur(s) present?			
8. a.	Are you aware of additional medical history: signs, symptoms, or laboratory findings not brought out in the foregoing questions which may have a bearing on this risk?			
b.	Does the Proposed Insured appear in any way unhealthy or older than the stated age?			
9. a.	Were you acquainted with the Proposed Insured prior to this examination?			
b.	Are you the Proposed Insured's personal physician?			
C.	Was the examination conducted in a language other than English?			
d.	Did anyone sign or assist in the completion of the Part 2 Medical History for or on behalf of the Proposed Insured?			
10. F	ow did you identify the Proposed Insured?    Driver's license		ther	
chara	rd any additional medical information below. Use a separate piece acter, residence, history or physical condition which may have a bearingly confidential.			
l hereby my find	certify that I have personally examined Name of	Propos	sed Insu	and have correctly and fully reported
Examin	ed atStreet address, City and State			·
	day of, 20 at			
Print Ex	aminer's name	Sigi	nature of	Examiner
Parame	d Company	Tele	phone n	umber
Addres	s			

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/L1A (8/08) & LU-1267 (8/08)

### **Rate Information**

Rate data does NOT apply to filing.

BANN-125826810

State:

Arkansas

Filing Company:

Banner Life Insurance Company

State Tracking Number:

40559

Company Tracking Number:

TOI:

L08 Life - Other

Sub-TOI:

L08.000 Life - Other

Product Name:

Life Insurance Application

Project Name/Number:

Application/Medical History/LIA (8/08) & LU-1267 (8/08)

## **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name:

Certification/Notice

09/22/2008

Comments:

Readability Certification is attached.

Attachment:

Readability Certification LIA 8-08 signed.pdf

# Readability Certification LIA (8/08) & LU-1267 (8/08)

This is to certify that the form in this filing has been tested and meets the minimum required Flesch reading ease score.

Life Insurance Application Form LIA (8/08) and a related policy was scored as one unit yielding a combined score of 51.5.

It is not in less than 10-point type, one-point leaded.

The declarative portion of the application contains the wording "to the best of my knowledge and belief".

The application contains a replacement question.

There are no discriminatory questions as to race, color, creed, etc.

Nancy C. January, FSA, MAAA

Vice President, Product Development Banner Life Insurance Company <u>September 16, 2008</u>

Date

## STATEMENT OF VARIABILITY Policy Form UL13-AR Policy Schedule Pages UL13C-AR

Policy schedule	Description
page number	
Front Page	Company name, address, phone, Insured name, policy number, Owner name,
	face amount, policy date, officer signatures, Company logo – to accommodate
	any future changes
3	Insured name, age, sex, Owner name, planned annual premium, issue date,
	policy date, amount, annual premium, rating classification, maturity date –
	varies based on issue specifications, applicable riders
3A	Initial specified amount, current specified amount, minimum specified amount –
	varies based on issue specifications
3A	Monthly Policy Fee \$0 - \$5, Premium Expense Charge 0 – 7%
3A	Monthly Administrative Charge – varies based on issue specifications 0.09 per
	1,000 to 4.95 per 1,000
3B	Table of Surrender Charges – varies by issue specifications - 0 to 60 per 1,000
3C	Table of Guaranteed Maximum Cost of Insurance rates – varies by issue
	specifications - 0 per 1,000 to 83.333333 per 1,000
3D	Death Benefit Factor Table – varies by issue specifications - 1.00 to 9.60
3E	Coverage Guarantee Policy Fee - varies by Subaccount - \$0 - \$12.50
3E	Coverage Guarantee Premium Expense Charge - varies by issue specifications
	and sub account - 0 - 15%
3E	Coverage Guarantee Interest Rate, - varies by Subaccount, Subaccount Value,
	duration, and issue specifications - 0 - 7.55%
3F	Table A Coverage Guarantee Monthly Administrative Charges – varies by issue
25	specifications - 0 per 1,000 to 83.333333 per 1,000
3F	Table B Coverage Guarantee Monthly Administrative charges – varies by issue
	specifications – 0 per 1,000 to 83.333333 per 1,000
3G	Targeted Coverage Guarantee Amount– varies by issue specifications - 0 per
	1,000 to 83.333333 per 1,000
3H	Table A Coverage Guarantee Monthly Cost of Insurance rates per 1000 – varies
	by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3I	Table B Coverage Guarantee Monthly Cost of Insurance rates per 1000 – varies
	by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3J	Guarantee Cash Value Factor per \$,1000 Specified Amount – varies by issue
217	specifications – 0 per 1,000 to 1,000 per 1,000
3K	Coverage Guaranteed Surrender Limit per \$1,000 Specified Amount – varies by
21	issue specifications – 0 per 1,000 to 1,000 per 1,000
3L	Coverage Guarantee Risk Adjustment Minimum Rate per \$1,000 Specified
21/4	Amount – varies by issue specifications – 0 per 1,000 to 1,000 per 1,000
3M	Coverage Guarantee Monthly Risk Adjustment Rate – varies by issue
	specifications - 0 per 1,000 to 83.333333 per 1,000  Banner Life Insurance Company

Banner Life Insurance Company 3275 Bennett Creek Avenue Frederick, MD 21704 800-638-8428

### STATEMENT OF VARIABILITY

## Policy Form UL13-AR

Policy Schedule Pages UL13C-AR

	•
4	Home office and administrative office address – bracketed to accommodate any
	future changes

Shawn Denman, F.S.A., M.A.A. Actuary, Product Development Banner Life Insurance Company

November 13, 2012 Date

## STATEMENT OF VARIABILITY Policy Form UL13-AR Policy Schedule Pages UL13S-AR

Policy schedule	Description
page number	
Front Page	Company name, address, phone, Insured name, policy number, Owner name, face amount, policy date, officer signatures, Company logo – to accommodate any future changes
3	Insured name, age, sex, Owner name, planned annual premium, issue date, policy date, amount, annual premium, rating classification, maturity date – varies based on issue specifications, applicable riders
3A	Initial specified amount, current specified amount, minimum specified amount – varies based on issue specifications
3A	Monthly policy fee $\$0$ - $\$5$ , premium expense charge $0-7\%$
3A	Monthly administrative charge – varies based on issue specifications 0.08 per 1,000 to 4.95 per 1,000
3B	Table of Surrender Charges – varies by issue specifications - 0 to 60 per 1,000
3C	Table of guaranteed maximum cost of insurance rates – varies by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3D	Death benefit factor table – varies by issue specifications - 1.00 to 9.60
3E	Coverage Guarantee Policy Fee - varies by Subaccount - \$0 - \$12.50
3E	Coverage Guarantee Premium Expense Charge - varies by issue specifications and sub account - 0 - 15%
3E	Coverage Guarantee Interest Rate, - varies by Subaccount, Subaccount Value, duration, and issue specifications - 0 - 7.55%
3F	Table A Coverage Guarantee Monthly Administrative Charges – varies by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3F	Table B Coverage Guarantee Monthly Administrative charges – varies by issue specifications – 0 per 1,000 to 83.333333 per 1,000
3G	Targeted Coverage Guarantee Amount– varies by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3Н	Table A Coverage Guarantee Monthly Cost of Insurance rates per 1000 – varies by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3I	Table B Coverage Guarantee Monthly Cost of Insurance rates per 1000 – varies by issue specifications - 0 per 1,000 to 83.333333 per 1,000
3J	Guarantee Cash Value Factor per \$,1000 Specified Amount – varies by issue specifications – 0 per 1,000 to 1,000 per 1,000
3K	Coverage Guaranteed Surrender Limit per \$1,000 Specified Amount – varies by issue specifications – 0 per 1,000 to 1,000 per 1,000
3L	Coverage Guarantee Risk Adjustment Minimum Rate per \$1,000 Specified Amount – varies by issue specifications – 0 per 1,000 to 1,000 per 1,000
3M	Coverage Guarantee Monthly Risk Adjustment Rate – varies by issue

Banner Life Insurance Company 3275 Bennett Creek Avenue Frederick, MD 21704 800-638-8428

### STATEMENT OF VARIABILITY

### Policy Form UL13-AR

### Policy Schedule Pages UL13S-AR

	specifications - 0 per 1,000 to 83.333333 per 1,000
4	Home office and administrative office address – bracketed to accommodate any
	future changes

Shawn Denman, F.S.A., M.A.A.A. Actuary, Product Development Banner Life Insurance Company

November 13, 2012 Date

# Actuarial Opinion UL13

"I, David J. Orr, Senior Vice President and Chief Actuary, am the appointed actuary for Banner Life Insurance Company. I have examined the actuarial assumptions and actuarial methods used in determining the reserves described herein, and, in my opinion: (1) the product referenced herein meets the definition of Policy Design #3 described in Method I in Section 8E of AG38, (2) notwithstanding the language in Policy Design #3, the guaranteed (including conditionally guaranteed) policy credits in the product available for any year do not exceed the "Index" defined in Method I in Section 8E of AG38 plus 3% per annum, and (3) except where necessary to be compliant with the required methodology for determining the minimum gross premiums for reserves, the minimum gross premiums determined under Policy Design #3 are not inconsistent with the minimum premiums, charges and credits that are expected to apply under the policy."

Day J. IN

David J. Orr, F.I.A., M.A.A.A. Senior Vice President and Chief Actuary Banner Life Insurance Company 3275 Bennett Creek Avenue Frederick, Maryland 21704

> November 16, 2012 Date

# Representation of the Company UL13

Banner Life Insurance Company hereby represents: (1) that the product referenced herein meets the definition of Policy Design # 3 described in Method I in Section 8E of AG38, (2) notwithstanding the language in Policy Design # 3, the guaranteed (including conditionally guaranteed) policy credits in the product available for any year do not exceed the "Index" defined in Method I in Section 8E of AG38 plus 3% per annum, and (3) except where necessary to be compliant with the required methodology for determining the minimum gross premiums for reserves, the minimum gross premiums determined under Policy Design # 3 are not inconsistent with the minimum premiums, charges and credits that are expected to apply under the policy."

Nancy W. Winings, F.S.A., M.A.A.A.

Maney W. Winings

Vice President Product Management and Actuary
Banner Life Insurance Company
3275 Bennett Creek Avenue
Frederick, Maryland 21704

November 16, 2012 Date

# Readability Certification UL13

This is to certify that the form in this filing has been tested and meets the minimum required Flesch reading ease score.

Flexible Premium Adjustable Life Insurance, Form UL13, yields a score of 73.2.

The policy, except for specification pages, schedules, and tables is not less than 10-point type with one-point lead.

The style, arrangement, and overall appearance of the policy give no undue prominence to any portion of the text of the policy or to any endorsements or riders.

A table of contents is included in the policy as it contains more than 3,000 words and consists of more than 3 pages.

Nancy W. Winings, FSA, MAAA

Maney W. Winings

Vice President & Actuary, Product Management

Banner Life Insurance Company

November 30, 2012

Date



### LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

### DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state):
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials
  or side letters, riders, or other documents which do not meet filing requirements, or claims for policy
  misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a non-affiliate benefit plan or its trustees).

### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.